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**DECLARATION OF COVENANTS,  
CONDITIONS AND  
RESTRICTIONS**

**FOR**

**CARRINGTON PLACE  
HOMEOWNERS ASSOCIATION, INC.**

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**TABLE OF CONTENTS**

		Page
	<u>Declaration</u> .....	1
ARTICLE 1	<u>Definitions</u> .....	2
1	Area of Common Responsibility.....	2
2	Articles of Incorporation.....	2
3	Assessments.....	2
4	Association.....	3
5	Base Assessment.....	3
6	By-Laws.....	3
7	Class B Control Period.....	3
8	Common Area.....	3
9	Common Expense.....	3
10	Community-Wide Standard.....	3
11	Declarant.....	4
12	Member.....	4
13	Mortgage.....	4
14	Mortgagee.....	4
15	Mortgagor.....	4
16	Person.....	4
17	Properties.....	4
18	Special Assessment.....	4
19	Supplemental Declaration.....	4
21	Unit.....	4
ARTICLE II	<u>Property Rights</u> .....	4
ARTICLE III	<u>Membership and Voting Rights</u> .....	5
1	Membership.....	5
2	Voting.....	5
ARTICLE IV	<u>Maintenance</u> .....	6
1	Association's Responsibility.....	6
2	Voting.....	7
ARTICLE V	<u>Insurance and Casualty Losses</u> .....	7
1	Insurance.....	7
2	Individual Insurance.....	9
3	Damage and Destruction.....	9
4	Disbursement of Proceeds.....	10

5	Repair and Reconstruction.....	10
ARTICLE VI	<u>No Partition</u> .....	10
ARTICLE VII	<u>Condemnation</u> .....	10
ARTICLE VIII	<u>Annexation of Additional Property</u> .....	11
1	Annexation Without Approval of Class A Membership.....	11
2	Design Standards.....	11
3	Acquisition of Additional Common Area.....	11
4	Amendment.....	12
ARTICLE IX	<u>Rights and Obligations of Association</u> .....	12
1	Common Area.....	12
2	Personal Property and Real Property for Common Use.....	12
3	Rules and Regulations.....	12
4	Implied Rights.....	12
ARTICLE X	<u>Assessments</u> .....	13
1	Creation of Assessments.....	13
2	Computation of Base Assessment.....	14
3	Special Assessments.....	14
4	Lien for Assessments.....	15
5	Capital Budget and Contribution.....	15
6	Date of Commencement of Annual Assessments.....	15
7	Subordination of the Lien to First Mortgages.....	15
8	Capitalization of Association.....	16
9	Exempt Property.....	16
ARTICLE XI	<u>Architectural Standards</u> .....	16
1	Minimum Square Footage of Living Area of a Residence.....	17
2	Driveways.....	17
3	Architectural Control Committee (ACC).....	17
4	Architectural Control Committee Duties.....	17
5	No Waiver of Future Approvals.....	18
6	Variance.....	18
7	Enforcement in General.....	18
8	Covenant and Creation of the Lien of Personal Obligation.....	19
9	Assignment.....	19

ARTICLE XII	<u>Use Restrictions</u> .....	19
1	Signs.....	19
2	Parking and Garages.....	19
3	Occupants Bound.....	20
4	Animals and Pets.....	20
5	Nuisance.....	20
6	Unsightly or Unkempt Conditions.....	20
7	Antenna.....	21
8	Basketball Equip, Clotheslines, Garbage Cans, etc.....	22
9	Subdivision of Unit.....	22
10	Guns.....	22
11	Swimming Pools.....	22
12	Tents, Trailers, Temporary Structures & Rear Lot Storage Bldgs.	22
13	Drainage and Septic Systems.....	22
14	Tree Removal.....	23
15	Sight Distance at Intersections.....	23
16	Utility Lines.....	23
17	Air Conditioning Units.....	23
18	Lighting.....	23
19	Artificial Vegetation, Exterior Sculpture and Similar Items.....	23
20	Mailboxes.....	23
21	Fences.....	23
22	Energy Conservation Equipment.....	24
23	Leasing of Units.....	24
24	Pool, Park and Equipment.....	24
25	Business Use.....	24
26	Playground Equipment.....	25
27	Driveways.....	25
ARTICLE XIII	<u>General Provisions</u> .....	25
1	Term.....	25
2	Amendment.....	26
3	Indemnification.....	26
4	Easement of Encroachment.....	26
5	Easement of Utilities, etc.....	27
6	Severability.....	27
7	Right of Entry.....	27
8	Perpetuities.....	28
9	Litigation.....	28
10	Use of the Words "Carrington Place Homeowners Association, Inc.".....	28

ARTICLE XIV	<u>Mortgagee Provisions</u> .....	28
1	Notices of Action.....	28
2	Special FHLMC Provision.....	29
3	No Priority.....	30
4	Notice to Association.....	30
5	Amendment by Board.....	30
6	Applicability of Article XIV.....	30
7	Failure of Mortgagee to Respond.....	30
ARTICLE XV	<u>Declarant's Rights</u> .....	30
1	Transfer of Rights.....	30
2	Landscaping Buffers.....	31
3	Restrictions.....	32
4	Housing Product.....	32
ARTICLE XVI	<u>Common Open Space – Zoning Ordinance Section</u> .....	32
Document Execution.....		33
EXHIBIT A – Carrington Place Section 1 Final Plat		
EXHIBIT B – By-Laws of Carrington Place Homeowner's Association, Inc.		
EXHIBIT D – Approved Fence Detail		
EXHIBIT E – Acceptable Fence Locations		

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CARRINGTON PLACE HOMEOWNER'S ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 30th day of January, 2008, by The Craig Company, a Tennessee Corporation and or Carrington Place LLC(hereinafter referred to as "Declarant");

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such properties as are now or hereafter subjected to this Declaration;

Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of the Tennessee Horizontal Property Act, Tenn. Code Ann. 64.2701, et seq.

Declarant, as the owner and developer of the Carrington Place Subdivision, desires to complete the development of the Carrington Place Subdivision including the infrastructure thereof and the common amenities attendant thereto.

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

Declarant has caused or will cause to be incorporated under the laws of the State of Tennessee, as a non-profit corporation, the Carrington Place Homeowners' Association, Inc. for the purpose of exercising the functions aforesaid.

Now, therefore, the Declarant hereby declares that the real property described in Exhibit "A" hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to

herein as the "Covenants, Conditions and Restrictions" or as the "Restrictions") hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described properties or any part hereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant(s) shall have the unilateral right, privilege, and option from time to time to subject additional phases/sections and/or property within or adjacent to Carrington Place to this Declaration until January 1, 2028.

Such annexation of additional phases/sections or properties shall not require the approval of the Class "A" Members until after January 1, 2028.

Article I  
Definitions

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, including amenities/improvements thereon, together with those areas, if any, which by the terms of this Declaration or by contract become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the properties, or any public rights-of-way within or adjacent to the Properties, may be part of the Area of Common Responsibility.

Section 2. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Carrington Place Homeowners' Association, Inc. as filed with the Secretary of State of the State of Tennessee.

Section 3. "Assessments" shall mean Assessments for Common Expenses provided for herein or by any subsequent Amendment, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Residential Units and of maintaining the Properties, all as may be specifically authorized from time to time by the Board of Directors and as more specifically authorized below.

Section 4. "Association" shall mean and refer to Carrington Place Homeowner's Association, Inc., a Tennessee nonprofit corporation, its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Tennessee corporate law.

Section 5. "Base Assessment" shall mean and refer to assessments levied against all Units in the Properties to fund Common Expenses.

Section 6. "By-Laws" shall mean and refer Carrington Place Homeowners' Association Inc., attached hereto as Exhibit "B" and incorporated herein by reference, as they may be amended from time to time.

Section 7. "Class "B" Control Period" shall mean and refer to the period of time during which the Declarant, as the Class "B" Member, is entitled to appoint at least a majority of the members of the Board of Directors, as provided in Article III, Section 2(b), of the Declaration, and Article III, Section 2 of the By-Laws.

Section 8. "Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners. The initial Common Area shall be conveyed to the Association prior to the conveyance of a Unit to any Unit purchaser other than a builder or developer holding title for the purpose of development and resale.

Section 9. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 10. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and/or Architectural Review Committee (ACC).

Section 11. "Declarant" shall mean and refer to The Craig Company, a Tennessee Corporation, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 12. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 13. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 14. "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 15. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 16. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.



Section 17. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

Section 18. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 19. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 3 of this Declaration.

Section 20. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Section 21. "Unit" shall mean a portion of the Properties, whether developed or undeveloped, intended for development, use and occupancy as a detached residence for a single family. The term shall include all portions of the lot owned, including any structure thereon.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units planned for such parcel until such time as a certificate of occupancy is issued on all or a portion thereof by the local government entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

## Article II Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for Carrington Place desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Carrington Place.

Article III  
Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provision of this Declaration and the By-Laws.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", if any.

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

Class "A" Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Unit.

In any situation in which more than one (1) Person holds the interest in a Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member shall be entitled to, in its sole discretion, appoint the members of the Board of Directors during the Class "B" Control Period, subject only to Article III, Section 6, of the By-Laws. For a period of one (1) year after the date of termination of the Class "B" Control Period the Declarant shall have the right to participate in the decision-making process and the right to disapprove all actions of the Board of Directors and any committee as provided in Article III, Section 3, of the By-Laws. The Class "B" Control Period shall terminate, and the Class "B" membership shall terminate and become converted to Class "A" membership, upon the earlier of:

(i) when ninety (90%) percent of the Units planned for the property described on Exhibit "A" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for the purpose of development and sale;

January 1, 2028; or

when, in its discretion, the Class "B" Member so determines.

Notwithstanding any provisions to the contrary contained in this Declaration or the By-Laws, during the Class "B" Control Period, any action, policy or program of the Association requiring approval by the vote of the Members of the Association shall not be taken or adopted until also approved in writing by the Class "B" Members.

#### Article IV Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Areas. Maintenance may also include such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Units as part of the Base Assessment.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Section 2. Owner's Responsibility. Each Owner or Owners shall maintain his or her Lot and all structures, exterior surfaces of the Unit, fences and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof, in accordance with Article X, Section 3 (b) of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Article V  
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Common Area, the Association may, as a Common Expense, but shall not under any circumstances be obligated to, obtain and continue in effect adequate blanket all-risk casualty insurance, if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of all structures located on Units.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Premiums for all insurance shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article I and as more particularly described in Article X, Section 1. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss of repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company license to do business in Tennessee which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies shall be for the benefit of the Association and its Members and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonable available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Metropolitan Nashville/Davidson and surrounding counties of Tennessee area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, or suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager or individual Owner/Person without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manage, or Owner, or Mortgagee;

(iv) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(v) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, Managing Agent and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonable available, may not be less than three (3) months assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the

exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area, unless the Association carries such insurance (which they are not obligated to do here under). Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as area approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit/Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Unit/Lot in a neat and attractive condition consistent with the Community-Wide Standard.

Section 3. Damage and Destruction.

a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the

affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

Section 4. **Disbursement of Proceeds.** If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Section 5. **Repair and Reconstruction.** If the damage or destruction to the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners on the same basis as provided for Base Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Article VI  
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provision of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII  
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any property described on Exhibit "A" or approved preliminary plat by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" or approved preliminary plat of seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available thereof, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Article VIII  
Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time, to subject additional property, phase/section, to this Declaration up to and until January 1, 2011. Such annexation shall be accomplished by filing in the public records of Williamson County, Tennessee, an amendment to this Declaration annexing such property. Such Supplemental Declaration shall not required the consent of Class "A" Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property in Carrington Place and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Annexation shall be accomplished by filing of record in the public records of Williamson County, Tennessee, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President of the Association, and by the Owner of the property being annexed and any such annexation shall be effective upon filing unless otherwise provided therein.

Section 2. Design Standards. The Declarant reserves the right to set different designs standards & products for each Phase and/or Section of Carrington Place.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibit "A" which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association as its expense for the benefit of all its Members.



Section 4. **Amendment.** This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A" hereof.

Article IX  
Rights and Obligations of the Association

Section 1. **Common Area.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon \*including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. **Personal Property and Real Property for Common Use.** The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 3. **Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be a provided by the By-Laws of the Association.

The Association, acting through the Board by contract or other agreement, shall have the right to enforce county ordinances or permit Davidson County, Tennessee to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. **Implied Rights.** The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Article X  
Assessments

Section 1. **Creation of Assessments.** There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. There shall be two (2) types of assessments; (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; and (b) Special Assessments as described in Section 3 below.

Base Assessments shall be levied equally on all Units. Special Assessments shall be levied as provided in Section 3 below. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate not to exceed eighteen (18%) percent or the highest rate allowed by Tennessee law as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, but his or her grantee shall not be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance unless the obligation is expressly assumed by them. No first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee as set by the Board of Directors for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquents, including Owners delinquent in the payment of fines imposed in accordance with Article III, Section 22, of the By-Laws. Unless the Board otherwise provides, the Base Assessment shall be paid in monthly installments. A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15<sup>th</sup>) day of each month unless otherwise determined by the Board of Directors.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay assessments is a separate and independent covenant on the part of each owner. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

So long as the Declarant has an option unilaterally to subject additional property to this Declaration, the following shall apply: unless assessments have commenced, pursuant to Section 6 below, on all Units subject to this Declaration as of the first day of any fiscal year, the Declarant shall be obligated for the difference between the amount of assessments levied on all Units subject to assessment and the amount of actual expenditures required to

operate the Association during the fiscal year. This obligation may be satisfied in the form of a case subsidy or by "in kind" contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses.

**Section 2. Computation of Base Assessment.** It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Base Assessment to be levied for the coming year against each Unit subject to Assessment under Section 6 below shall be computed by dividing the budgeted Common Expenses by the total number of Units subject to assessment as of sixty (60) days before the end of the current fiscal year. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the members by the vote of Members representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article II, Section 4, of the By-Laws.

Notwithstanding the foregoing, however, in the event of the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

**Section 3. Special Assessments.** In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, such assessment shall have the affirmative vote or written consent of Members representing at least fifty-one (51%) percent of the total vote in the Association and the written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such a manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determined.

(a)

(b) The Board may also levy a Special Assessment against any Member, without the necessity of a vote of the Members, to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules, which Special

Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 4. Lien for Assessments. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rate share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5: Capital Budget and Contribution. The Board of Directors may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the budget and assessment, as provided in Section 2 of this Article.

Section 6. Date of Commencement of Annual Assessments. The assessments provided for herein shall commence as to all Units upon conveyance of the first Unit to a person other than a builder or developer holding title solely for purposes of development and/or resale. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessments shall be adjudged according to the number of days remaining in the fiscal year at the time assessments commence on the Unit.

Section 7. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges \*subject to the limitations of Tennessee law), and costs(including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the

Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies on the Mortgage, its successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Section 8. Capitalization of Association. Upon acquisition of record title to a Unit by the first purchaser thereof other than the Declarant or an Owner who purchases solely for the purpose of constructing a dwelling thereon for resale, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in the amount of three hundred (\$300.00) dollars per Unit to be collected at the initial closing of the sale. This amount shall be deposited into the general funds account of the Association for the use to cover operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the By-Laws.

Section 9. Exempt Property. Notwithstanding anything to the contrary herein, all Common Area shall be exempt from payment of base Assessments and Special Assessments.

#### Article XI Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article XI. This Article may not be amended without the Declarant written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained.

The Declarant at the time of sale and/or the plat is recorded for each phase/section of Carrington Place has the right to establish additional restrictions and/or design-standards as they relate to the size (minimum square footage) of a home and the exterior materials (percentage of masonry and/or siding) to be used on homes in that particular phase/section of Carrington Place.

## **RESTRICTIVE COVENANTS [RC]**

- 1. LOTS 22-80 & 97-98 WILL BE DESIGNATED AS LOTS IN THE 'RESERVE' SECTION.**
- 2. THE ABOVE REFERENCED LOTS IN THE 'RESERVE' SECTION WILL HAVE SIDE OR REAR ENTRY GARAGES ONLY.**
- 3. HOMES CONSTRUCTED ON THE ABOVE REFERENCED LOTS IN THE 'RESERVE' SECTION WILL HAVE A MINIMUM SQUARE FOOTAGE OF 1,800 SF.**
- 4. HOMES CONSTRUCTED IN THE ABOVE REFERENCED 'RESERVE' SECTION WILL HAVE SOME BRICK/MASONRY ON THREE SIDES.**
- 5. HOMES CONSTRUCTED IN THE BALANCE OF THE DEVELOPMENT SHALL HAVE A MINIMUM SQUARE FOOTAGE OF 1,450 SF.**

### **\* DENOTES CRITICAL LOT**

Section 1. Minimum Square Footage of Living Area of a Residence. The minimum living area of a residence shall be as follows: Minimum living (heated) area of a residence (excluding garage and any other unheated area attached to said residence) shall be 1,450 square feet, pursuant to each section of the Carrington Place development.

The section denoted as Reserve, section is a minimum of 1,800 square feet per recorded plat.

Section 2. Driveways. Driveways shall be exposed gray aggregate (gray pee gravel concrete)

Section 3. Architectural Control Committee (ACC). The Board of Directors may appoint an Architectural Control Committee (ACC) to consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The ACC, if established, shall have jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.

Section 4. Architectural Control Committee Duties. The Architectural Control Committee shall promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the guidelines and procedures set forth by the Declarant and Board of Directors. In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the ACC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the even that the ACC fails to approve or to disapprove such plans or to request

additional information reasonably required within forty-five days after submission, the plans shall be deemed approved.

Section 5. No Waiver of Future Approvals. The approval of the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 6. Variance. The ACC (with the written approval of the Declarant) may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 7. Enforcement in General.

(a) Enforcement of the design standards as specified in this document or as may be revised and ratified by the Board of Directors.

(i) Any Person or persons violating or attempting or threatening to violate a covenant or restriction, either to restrain a violation or to recover damages. Therefore, failure by the Declarant, community association or Owner to enforce any restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter or constitute acquiescence in or an estoppels against enforcing any, actual or future, breaches or violations of these covenants and restrictions.

(b) In the event any cost or expenses including attorneys fees, are incurred by the Declarant, community association or any lot Owner or occupant of a lot in connection with their action to correct or abate any violation or breach of the provisions hereof, provided reasonable notice to the Owner or Owners of the subject lot or lots to abate said violation or breach has been given, such cost and expenses shall be a lien against the Owner or Owners of the lot or lots committing such a breach of violation and such charges shall be subject to the provisions for lien rights and collection as specified in No. 7 below. No such cost or expenses shall be a lien when the nonexistence of a violation or breach hereof has been established by a court of competent jurisdiction. The court shall determine the method of handling a violation.

Section 8. Covenant and Creation of the Lien of Personal Obligation for Court Ordered Violation in Section 6

The Developer for each lot owned by him within the subdivision hereby covenants and agrees, and each owner of any lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed as the conveyance shall be deemed to covenant and agree, to pay any court ordered violation cost and other costs or expenses incurred in Section 6, together with such intent thereon and cost of collection thereof, including attorneys fees, as provided herein, and shall be a charge on the land and shall be a continuing lien upon the property against which each such obligation is made. It shall also be the personal obligation of each person who was an Owner of such property at the time of the violation.

Section 9. **Assignment.** The rights and powers retained by the Declarant shall be freely assignable and shall insure to the benefit of its successors and assigns.

Article XII  
Use Restrictions

The Properties shall be used only for residential, recreational and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association) as may more particularly be set forth in this Declaration or amendments hereto.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Members representing a Majority of the total Class "A" votes in the Association and with the consent of the Class "B" member, so long as such membership shall exist.

Section 1. **Signs.** No sign of any kind shall be erected within the properties without the written consent of the Board of Directors. Except for "For Sale" sign (sized as allowed per Davidson/Metro ordinance for standard realtor signs) to be placed in the front yard of the residence for sale, will be allowed without the written consent of the Board. The Board of Directors and the Declarant shall have the right to erect signs as they, in their discretion, deems appropriate.

Section 2. **Parking and Garages.** Each residence must have at least a one car garage, attached to the residence, or provisions for at least a one or two-car garage in the basement and the entrance may be to the side or rear of the residence except where restrictive covenants state side or rear entry garage. No spaces built originally as garage space may be converted to living space. Due to the topography and or size of some lots, front entrance garages will be allowed. Vehicles shall be parked only in the garages or in the driveways, serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of



Directors may adopt. No more than three (3) vehicles may be parked in any driveway. **No** parking shall be permitted on any street, except temporarily for social gatherings or other functions held in a Unit as may be approved by the Board. Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall only be parked for a period within 30 days to accommodate or allow owners time to find permanent storage or parking, other than the Carrington Place community. Boats and other watercraft may be stored or parked in garage if entry door can be closed.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit.

Section 4. Animals and Pets. **No** animals, reptiles, rodents, livestock, birds, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets not to exceed a combined total of three (3) may be permitted in a Unit/Residence. Those pets which, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any portion of the Properties shall be removed upon request of the Board; if the Owner fails to honor such request, a First Warning and Second Warning notice will be sent in writing to the owner. If the pet is not removed at that time, upon the Board's approval, the pet will be picked up and boarded at the owner's expense. **No** pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit be confined on a leash held by and under the physical control of a responsible person or contained within a privacy fence. No dog runs are allowed.

Section 5. Nuisance. **No** portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. **No** noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or

unkempt conditions, shall not be pursued or undertaken on any part of the Properties (except in the confines of the residence) and then if it becomes disorderly, unsightly or becomes a nuisance.

Section 7(a). Antennas. **No** exterior antennas, aerials, satellite dishes over one meter in diameter, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee.

The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 7(b). Satellite Antenna Systems. Direct, digital satellite dishes will be allowed under the following conditions:

(a) Satellite Dish cannot exceed one meter in diameter and must be mounted in such a manner as not to be visible from the street.

(b) Before installation of the satellite system (dish) the homeowner must submit a written request to the Declarant or his assigns (Architectural Control Committee) or Board of Directors for written approval. The request must contain the size of dish, plot plan of lot with location of residence and proposed location of satellite dish.

Approval will be determined on each individual request basis and will be at the sole discretion of the Declarant or his assigns.

Section 8. Basketball Equipment, Clotheslines, Garbage Cans, Tanks, etc.

(a) **No** clothes lines, above-ground tanks (pools), and other similar items shall be placed, allowed or maintained upon any portion of the Properties, including any Unit. All garbage cans shall be located or screened so as to be concealed from view of neighboring Units, streets and property located adjacent to the Unit, except that garbage cans may be placed at curbside on days designated for trash pick-up for that particular Unit and must be placed back within the screened area within 24 hours from the day the trash/garbage can(s) were picked up. All rubbish, trash, and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon.

(b) Permanent basketball hoops, backboards and poles will be allowed under the following conditions: (1) Basketball hoops and/or backboards cannot be attached to the residence and must be placed in the rear yard as far away as feasibly possible from the adjoining property line and residence. (2) Permanent backboards must be clear. (3) The above mentioned basketball equipment can be used between the hours of eight (8) a.m. and ten (10) p.m. only. (4) Other permanent locations may be approved at the discretion of the Board of Directors.

- Written approval from the Board of Directors must be received before installing a permanent basketball goal and the owner should submit a plan showing where the proposed placement of the goal is to be placed and obtain written approval.

(c) Portable basketball hoops, backboards and poles will be allowed under the following conditions: (1) Portable basketball equipment must be taken down and stored out of site when not in actual use. (2) The portable basketball equipment must be set up and used as far away as feasibly possible from the adjacent Home/Unit and out of view from the contiguous street. (3) The portable basketball equipment can be used between the hours of eight (8) a.m. and ten (9) p.m. only. (4) May not be used in any street, dead end, culdesac roadway, sidewalk, or common area.

(d) PODS storage units will be allowed on the property for four days.

Section 9. Subdivision of Unit. **No** Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to re-plat any Unit or Units owned by Declarant. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

Section 10. Guns. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, paint ball guns and other firearms of all types.

Section 11. Swimming Pools. Swimming pools below ground level for the use of residence occupants and their guests may be constructed on lots provided that: (1) the location, plans and specifications thereof are approved by the Developer, (2) all applicable laws, ordinances, rules and regulations of governmental agencies are complied with, and all necessary governmental permits are obtained; and (3) such construction is not commenced until after construction of the residence has begun. Should a residence become vacant, that is, not occupied for residential purposes, the Owner shall see that the pool is drained and kept drained during the period of such non-occupancy, so as to prevent health and safety hazards.

- Above-ground pools are prohibited on the Properties.

Section 12. Tents, Trailers, Temporary Structures and Rear Lot Storage Buildings. Except as may be permitted by the Declarant during initial construction within the Properties, **No** tent, utility, shed, shack, trailer or any other detached structure shall be placed upon a Unit or any part of the Properties. Rear lot storage buildings will not be allowed.

Section 13. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. **No** Person other than the Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Properties.

Section 14. Tree Removal. Except as may be permitted by the Declarant or its assigns during initial construction within the Properties, no trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, and no trees may be added, unless approved in accordance with Article XV Section 2 of this Declaration.

Section 15. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. **No** fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sign problem.

Section 16. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety reasons.

Section 17. Air Conditioning Units.

- No window air conditioning units may be installed in/on any Unit/Residence.

Section 18. Lighting. Except for seasonal Christmas decorative lights, which may be displayed in the months of November, December and January only, all other exterior lights must be approved in accordance with Article XI of this Declaration.

Section 19. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation, stone mulch, shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flagpoles, flags and similar items must be approved in accordance with Article XI of this Declaration.

Section 20. Mailboxes. All mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by the Declarant. All mailboxes are to be consistent in style and design with the ones initially installed by the developer.

Section 21. Fences. Fences may be permitted as part of any pre-designed construction plan for Units and thereafter, as may be permitted by the ACC or "Declarant" or their assigns in accordance with Article XI of the Declaration. No dog runs, animal pens shall be permitted. No chain link or similar type of fencing will be allowed.

Exhibit D To be added by amendment to show approved Fence Detail.

No fence shall be erected on any lot or building site closer to the street than the rear corners of the house, and on corner lots, the side setback defines the limit on the side street. No fence will be permitted that is over or under six (6) feet in height. Fences will be allowed outside these boundaries on models only. All fence specifications and location must be submitted to "Developer" or their assigns for written approval before starting construction of any fence. Developer's or Developer's assigns have sole and absolute

discretion and their ruling shall govern. Submission of fence placement plan is to be submitted

Section 22. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the Architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

Section 23. Leasing of Units.

(a) The total number of Units/Residences leased within the Carrington Place community shall not exceed ten (10%) percent of the total Units planned for the community. All other Units/Residences must be Owner occupied.

(b) Definition. "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(c) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations.

(d) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 24. Pool, Parks and Equipment. Any pool, park, playground, tot lot, common area or other areas or equipment furnished by the Association or erected within the Properties, if any shall be used at the risk of the use, and the Association shall not be held liable to any person or persons for any claim, damage, or injury occurring thereon or related to use thereof.

Section 25. Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business

activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation or residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit in accordance with Section 23 of this Article shall not be considered a trade or business within the meaning of this section.

Section 26. Playground Equipment. All playground equipment, including but not limited to, swing sets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be maintained in good condition, constructed of natural wood, and finished with a natural wood exterior surface. Plastic or Metal structures shall be allowed, only if and when an Owner submits a Request for Approval Form to the "ACC" giving the size, type, color and proposed location to the "ACC" for their review and approval or disapproval. Any allowable playground equipment must be hidden within the sidelines of the home as much as possible from the street view and from the view of adjoining lot Owners.

Section 27. Bars or Security Doors. No security bars in windows or doors or storm doors exterior or interior with security bars are allowed. Full Glass, full view door enclosures are allowed so long as the color matches the exterior trim color of the home and the glass is full view and clear.

### Article XIII General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties 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, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

**Section 2. Amendment.** Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may amend this Declaration so long as it has the unilateral right to annex owns property described in Exhibits "A" and "B" to this Declaration for development as part of the Properties and so long as the amendment has no material adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Members representing seventy-five (75%) percent of the total votes of the Association, and the written approval of the Class "B" Member so long as the Class "B" membership exists. So long as the Class "B" membership exists, any amendment to this Declaration shall also require the written consent of the U.S. Veterans Administration ("VA") if the VA has guaranteed the Mortgage on any Unit. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Williamson County, Tennessee.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

**Section 3. Indemnification.** The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such office, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been and officer, director, or committee member. The officers, directors and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have not personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provide for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**Section 4. Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional

placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant or the Association.

Section 5. Easements for Utilities, etc. There is hereby reserved unto Declarant so long as the Declarant owns any property described on Exhibit "A", the Association and the designees of each (which may include, without limitation, Williamson County, Tennessee, and any utility), blanket easements upon, across, over and under all of the Common Area and, to the extent shown on any plat, over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as provided by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to Davidson County, Tennessee, or any other local, state, or federal governmental entity, subject to such approval requirements as may be contained in Article XIV, Section 2 of this Declaration.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 7. Right of Entry. The Association shall not have the right to enter into any Unit for emergency, security, and safety, unless a legal document is obtained from the appropriate governmental agency or courts, which right may be exercised by all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the



Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article X hereof, (c) proceedings involving challenges to *ad valorem* taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 10. Use of the Words "Carrington Place". No Person shall use the words "Carrington Place" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term, "Carrington Place" in printed or promotional matter where such term is used solely to specify that particular property is located within the Carrington Place community.

#### Article XIV Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder") will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this

provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would required the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of the subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the Architectural design or the exterior appearance and maintenance of Units and of the Common Area (The issuance and amendment of Architectural standards procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement form the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association of the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Tennessee law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

#### Article XV Declarant's Rights

Section 1. Transfer of Rights. Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, not such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Williamson County, City of Spring Hill, Tennessee.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 2. Landscaping Buffers. Within the areas designated on the Preliminary Plan as the exterior boundary Landscape Buffers (if any), healthy trees larger than eight (8) inches in diameter at a distance of five (5) feet above the ground level shall not be cut or removed without the prior written consent of the Board of Directors of the Homeowner's Association, except to the extent (a) install or maintain utilities; (b) ensure adequate drainage; or (c) allow construction of improvements within approved building sites adjacent to the Landscape Buffer. If trees are removed for any of the above three reasons, then, if feasible and desirable in the sole discretion of the Board of Directors, the tree buffer will be replaced within one hundred and eighty (180) days by the Homeowner's Association and the expense thereof shall be a common expense of the Association.

In the event an eight-inch tree or larger is removed without the prior written consent of the Board of Directors, and for reasons other than items (a) through (c) above, then eight, two-inch or larger trees or four, three-inch or larger trees, measured five feet above ground level, will be put back in the place of the tree removed within ninety days. Such replacement shall be the responsibility and cost of the Owner of the Residential Unit on which that portion of the Landscape Buffer is situated or to which it is adjacent.

Trees under eight inches in diameter which are removed shall be replaced within ninety days by the Owner of the Residential Unit on which the Landscape Buffer is situated.

The Board of Directors may determine, in its sole discretion, under what conditions and requirements trees may be removed and replaced, and may impose additional reasonable restrictions and requirements as it deems appropriate, in its sole discretion, in connection with the maintenance and preservation of the Landscape Buffers. In the event of the Owner of a Residential Unit is required, and fails, to replace trees or other vegetation, the Homeowner's Association may do so, in which event it shall charge the amounts reasonably expended in this regard to said Homeowner, which amount shall be paid as a part of the next monthly assessment, or may be spread over several months in the discretion of the Board of Directors, and, if not timely paid, shall become a lien against said Residential Unit and collected in the same fashion as delinquent assessments. The Homeowner's Association, its Board of Directors, and their designees and agents, are hereby granted the right of access across Residential Units and Landscape Buffers to the extent necessary to comply with and enforce the provisions of this section.

Section 3. Restrictions. These Restrictions shall apply to that property described in Exhibit "A", attached hereto and incorporated herein by reference.

Section 4. Housing Product. Declarant shall choose the specific housing product to be constructed within the development.

This article may not be amended without the express written consent of the Declarant. The rights contained in this article shall terminate only upon the recording by Declarant of a written statement that all sales activity has ceased and that Declarant releases such rights by express reference thereto.

Article XVI  
Common Open Space – Zoning Ordinance Section

Any common open space (if any) established by an adopted final master development plan for planned unit development shall be subject to the following:

(a) The Davidson County Planning Commission may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the common open space), without first offering to dedicate the same to Davidson County and the said dedication be approved by the above named Planning Commissions. However, the conditions of any transfer shall conform to the adopted final master development plan.

(b) In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the planned unit development fail to maintain the common open space in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon such organization and/or the Owners or Residents of the planned unit development and hold a public hearing. After thirty (30) days when deficiencies of maintenance or not corrected, the zoning administrator shall call upon any public or private agency to maintain the common open space for a period of one year. When the zoning administrator determines that the organization is not prepared for the maintenance for the common open space, such agency shall continue maintenance for yearly periods.

(c) The cost of such maintenance by such agency shall be assessed proportionally against the properties within the planned unit development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

Document Execution

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 30th of JANUARY, 2008.

Garrington Place LLC  
BY: [Signature]

STATE OF TENNESSEE:  
COUNTY OF WILLIAMSON:

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared RANDALL SMITH, with whom I am personally acquainted, and who, upon oath, acknowledge RANDALL SMITH to be MEMBER, of CARRINGTON PLACE, LLC, the within Declarant, a Tennessee Corporation, and that HE, as such MEMBER, be so authorized to do, executed the foregoing instrument for the purpose herein contained, by signing the name of the company by RANDALL SMITH as MEMBER.

WITNESS my hand and seal, at office in WILLIAMSON County, Tennessee this 30th of JANUARY, 2008.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 1-20-10.



**EXHIBIT "B"**

**BY-LAWS**

**Of**

**CARRINGTON PLACE  
HOMEOWNER'S ASSOCIATION, INC.**

**Prepared by:  
Equity Property Mgt.  
P.O. Box 680515  
Franklin, TN 37068  
615-794-3255**

	Page
I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS	1
1. Name.....	1
2. Principal Office.....	1
3. Definitions.....	1
II. ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES	1
1. Membership.....	1
2. Place of Meetings.....	1
3. Annual Meetings.....	1
4. Special Meetings.....	2
5. Notice of Meetings.....	2
6. Waiver of Notice.....	2
7. Adjournment of Meetings.....	2
8. Voting.....	3
9. Proxies.....	3
10. Majority.....	3
11. Quorum.....	3
12. Conduct of Meetings.....	3
13. Action without A Meeting.....	3
III. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS	3
A. <u>Composition and Selection</u>	3
1. Governing Body; Composition.....	3
2. Directors during Class “B” Control Period.....	3
3. Declarant Participation.....	4
4. Number of Directors.....	5
5. Nomination of Directors.....	5
6. Election and Term of Office.....	5
7. Removal of Directors and Vacancies.....	6
B. <u>Meetings</u>	6
8. Organization Meetings.....	6
9. Regular Meetings.....	6
10. Special Meetings.....	6
11. Waiver of Notice.....	6



	12. Quorum of Board of Directors.....	7
	13. Compensation.....	7
	14. Conduct of Meetings.....	7
	15. Open Meetings.....	7
	16. Action Without a Formal Meeting.....	7
	C. Powers and Duties	8
	17. Powers.....	8
	18. Management Agent.....	9
	19. Accounts and Reports.....	10
	20. Borrowing.....	11
	21. Rights of the Association.....	11
	22. Enforcement.....	11
IV.	OFFICERS	13
	1. Officers.....	13
	2. Election, Term of Office, and Vacancies.....	13
	3. Removal.....	13
	4. Powers and Duties.....	13
	5. Resignation.....	13
	6. Agreements, Contracts, Deeds, Leases, Checks, Etc.....	13
V.	COMMITTEES	13
	1. General.....	13
	2. Covenants Committee.....	14
VI.	MISCELLANEOUS	14
	1. Fiscal Year.....	14
	2. Parliamentary Rules.....	14
	3. Conflicts.....	14
	4. Books and Records.....	14
	5. Notices.....	15
	6. Amendment.....	15

**BY-LAWS**  
**OF**  
**CARRINGTON PLACE HOMEOWNER'S ASSOCIATION, INC.**

**Article I**  
**Name, Principal Office, and Definitions**

Section 1. Name. The name of the Association shall be Carrington Place Homeowner's Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Tennessee shall be located at the discretion of the Board of Directors. The Association may have such other offices, either within or outside the State of Tennessee, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Carrington Place Homeowners Association, Inc., (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

**Article II**  
**Association: Membership, Meetings, Quorum, Voting, Proxies**

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as is more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held within sixty (60) days from date control of Association passes from Class "B" to Class "A" Members or earlier as may be desired by the Declarant. Meetings shall be of the Members or their proxies. Subsequent regular annual meetings shall be set by the Board so as to occur at least sixty (60) but not more than ninety (90) days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by the resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least twenty-five (25%) percent of the total votes of the Association. The notice of any special meetings shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meetings of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meetings, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, or which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than sixty (60) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least fifteen (15%) percent

of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may vote by proxy, provided the proxy is signed, dated and filed with the Secretary proper to the meeting for which it is valid.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of Members representing at least twenty-five (25%) percent of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

### **Article III**

#### **Board of Directors: Number, Powers, Meetings**

##### **A. Composition and Selection**

Section 1. Governing Body, Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except with respect to Directors appointed by the Declarant, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a Director.

Section 2. Directors during Class "B" Control. The Directors shall be selected by the Class "B" Member acting in its sole discretion, subject only to Article III, Section 6, hereof, and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) when ninety (90%) percent of the Units planned for the property have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title solely for purposes of development and sale;

(b) December 31, 2025. Whichever occurs first;

Within sixty (60) days thereafter, the Class "B" Member shall cause the Board to call a meeting, as provided in Article II, Section 4, of these By-Laws for an annual meeting, to advise the membership of termination of the Class "B" Control Period and to elect Directors from Class "A" Members.

Section 3. Declarant Participation. This section 3 may not be amended without the express, written consent of the Declarant.

After termination of the Class "B" Control Period, the Declarant shall have the right to participate in the decision-making process and the right to disapprove all actions of the Board and the Architectural Review Committee, as is more fully provided in this Section. These rights shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument, and shall terminate one (1) year from the date of termination of the Class "B" Control Period. Declarant participation shall be as follows:

No action authorized by the Board of Directors or Modifications Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Section 8, 9, and 10, of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the subject committee and/or the Board. The Declarant shall have the right to disapprove any policy or program authorized by the Board of Directors or any committee thereof, and any action to be taken by the Board, any committee thereof, the Association, or any individual member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Declarant, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. Notwithstanding any provision herein to the contrary, the Declarant shall not have the right to require any action or counteraction on behalf of any committee, the Board or the Association, and shall not exercise its rights hereunder to reduce the level of services

which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall be not less than three (3) nor more than five (5), as provided in Section 6 below. The initial Board (appointed by the Class "B" Member) shall consist of three (3) members as identified in the Articles of Incorporation.

Section 5. Nomination of Directors. Except with respect to Directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within sixty (60) days after the termination of the Class "B" Control Period, the Association shall call an annual meeting to be held at which Class "A" Members shall elect not less than three (3) Directors, nor more than five (5) Directors who shall serve as at-large Directors. The Directors elected by the Class "A" Members shall not be subject to removal by the Declarant. If five Directors are elected, two (2) shall be elected for a term of one (1) year and three (3) for a term of two (2) years. If three Directors are elected, one (1) shall be elected for a term of one (1) year and two (2) shall be elected for a term of two (2) years.

(b) At the first annual meeting of the membership after the termination of the Class "B" Control Period and at each annual meeting of the membership thereafter, the directors shall be selected by vote of the membership. Each Class "A" Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled.

At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for term of two (2) years. The Directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 7. Removal of Directors and Vacancies. Any Director elected by the Class "A" Members may be removed, with or without cause, by the vote of Class "A" Members representing a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. A Director who was elected

at large solely by the votes of Class "A" Members may be removed from office prior to the expiration of his or her term only by the votes of a majority of Class "A" Members. Upon removal of a Director, a successor shall then and there be elected by the Class "A" Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director.

Any Director elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting, at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor.

## B. Meetings

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the time and place of the meeting shall be communicated to Directors not less than two (2) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by a majority of Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal deliver; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Directors' office or home who would reasonably be expect to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United State mailbox at least four (4) days before the time set up for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than ten (10) nor more than sixty (60) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation for the Association for acting as such unless as provided by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided, any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. In such case, the President may limit the time any Member may speak.

Section 16. Action without a Formal Meeting. An action to be taken at a meeting of the Directors or any action that may be taken at a meeting, or the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.



C. Powers and Duties

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as directed by the Declaration Articles, or these By-Laws to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) Preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the common expenses;
- (b) Making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common expenses shall be payable in equal monthly installment, each such installment to be due and payable in advance on the first day of each month for said month;
- (c) Providing for the operation, care, upkeep and maintenance of all of the Area of Common Responsibility;
- (d) Designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where, appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) Collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- (f) Making and amending rules and regulations;
- (g) Opening of bank accounts on behalf of the Association and designating the signatories required;

(h) Making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;

(i) Enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) Paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) Making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Unit and all other books, records, and financial statements of the Association; and

(n) Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

(o) The Board of Directors shall have the power to appoint an Executive Advisory Committee. The purpose of the Executive Advisory Committee (EAC) shall be to advise and assist the Board of Directors. The EAC shall make recommendations to the Board of any actions it deems appropriate to further the purposes of the Association and to carry on any other activities assigned to the EAC by the Board of Directors. The Board of Directors shall appoint the officers of the Executive Advisory Committee. The EAC shall consist of no less than three (3) nor more than five (5) members. The Executive Advisory Committee serves at will.

Within four (4) months after the termination of the Class "B" Control Period or sooner if the Declarant and/or Board of Directors so elects the Executive Advisory Committee shall be disbanded and shall terminate. All powers formally held by the EAC shall be transferred to the Board of Directors.

Section 18. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to

the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g), and (i) of Section 17 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of two (2) years with an option to extend the contract for one (1) more year if the Board so desires and must permit termination by either party without cause and without termination fee on sixty (60) days' written notice.

Section 19. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Accrual or cash accounting as defined by generally accepted accounting principles, shall be employed;

(b) Accounting and controls should conform to generally accepted accounting principles;

(c) Cash accounts of the Association shall not be commingled with any other accounts;

(d) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finders fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) Commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Board of Directors and/or Declarant quarterly containing;

(i) An income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) A statement reflecting all cash receipts and disbursements for the preceding period;

(iii) A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) A balance sheet as of the last day of the preceding period; and

(v) A delinquency report listing all Owners who are delinquent in paying the monthly or quarterly installments or annually of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15<sup>th</sup>) day of each month unless otherwise determined by the Board of Directors);

(g) An annual report consisting of at least the following may be distributed to all Members (if so determined by the Board of Directors) within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited or reviewed basis, as determined by the Board, by an independent public accountant; provided, during the Class "B" Control Period, the annual report shall include certified financial statements.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for the purposes; provided, the Board shall obtain Member approval in the same manner provided in Article X, Section 4, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 21. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and By-laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or cooperatives, and the owners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the Class "B" Control Period unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not less than sixty (60) days notice to the other party.

Section 22. Enforcement. The Board shall have the power to impose reasonable fines against Owners of occupants, which shall be an assessment on the Unit, shall constitute a lien upon the property of the violating Owner, and may be collected in the same manner provided for the collection of assessments in Article X of the Declaration. The Board also shall have the authority to suspend an Owner's right to vote, or to use the Common Area, for violation of any duty imposed under the

Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant of the Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provide, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right, of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than then (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of deliver, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any imposed. The Board of Directors or the Covenants Committee, if any, may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Covenants Committee, if any, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

**ARTICLE IV**  
**Officers**

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time given written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

**Article V**  
**Committees**

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions in the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III, Section 22 of these By-Laws.

**Article VI**  
**Miscellaneous**

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Tennessee law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Tennessee law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Tennessee law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the records;
- (ii) Hours and days of the week when such an inspection may be made;
- and
- (iii) Payment of the cost of reproducing copies of the documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writings, and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the unit of such Member; or

(b) If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. To the extent permitted by law, the "Declarant" at any time and from time to time, until the Class "B" memberships terminate and converted to Class "A" memberships, the Declarant specifically reserves the absolute and unconditional right to amend these By-Laws, without the consent or joinder of any Parcel/Unit Owner or Party. Thereafter and otherwise, these By-Laws, may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination there-of, of Class "A" Members representing sixty-seven (67%) percent of the total votes of the Association. No amendment shall be effective until recorded in the public records of Williamson County, Tennessee.

#### CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting President of the Carrington Place Homeowner's Association, Inc. a Tennessee non-profit Corporation.

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 14 day of February, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this        day of                     , 200      .

\_\_\_\_\_  
President- Randall B. Smith



EXHIBIT "A"

By Reference

Final Plat  
For  
Carrington Place Section 1

Recorded in Plat Book \_\_\_\_\_ Page \_\_\_\_\_  
Instrument # 2007 032 00033562  
Register's Office for Williamson County, Tennessee

**AREA OF PHASE ONE: 414,864 SQUARE FEET OR 9.52 ACRES**

Parcel 73.00  
Tax Map 58  
LILA SPENCER  
Instrument No. 20030312-0033340,  
R.O.D.C., Tennessee

Parcel 216.00  
Tax Map 58  
ROGER C. BROWN  
Book 9969, Page 639,  
R.O.D.C., Tennessee

Parcel 203.00  
Tax Map 58  
E.R. RUTHERFORD  
Book 8835, Page 188,  
R.O.D.C., Tennessee

Parcel 197.00  
Tax Map 58  
TIMOTHY ETHRIDGE AND WIFE,  
RHONDA ETHRIDGE  
Instrument No. 20020312-0030869,  
R.O.D.C., Tennessee

Parcel 28.00  
Tax Map 58  
MATT WINDHOLZ  
Instrument No. 20010402-0031396,  
R.O.D.C., Tennessee

Parcel 173.00  
Tax Map 58  
WAYNE W. REEVES  
AND WIFE,  
ALMA B. REEVES  
Book 4486, Page 863,  
R.O.D.C., Tennessee

Parcel 77.00  
Tax Map 58  
BOBBY R. COOK  
Book 10819, Page 836,  
R.O.D.C., Tennessee

Parcel 76.00  
Tax Map 58  
JOSE CARAPIA AND WIFE,  
MARIA CARAPIA AND FEDERICO LEON  
Instrument No. 20000808-0080049,  
R.O.D.C., Tennessee

Parcel 27.00  
Tax Map 58-09  
EATON'S CREEK PARK  
HOMEOWNERS ASSOCIATION  
Instrument No. 20041229-0153376,  
R.O.D.C., Tennessee

Parcel 191.00  
Tax Map 58  
E.R. RUTHERFORD  
Instrument No. 20021008-0122741,  
R.O.D.C., Tennessee

**GENERAL NOTES:**

- THE PURPOSE OF THIS PLAT IS TO CREATE A 26 LOT SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM.
- THIS SURVEY EXCEEDS THE MINIMUM REQUIREMENTS OF A CATEGORY 1 SURVEY AS PER STANDARDS OF PRACTICE AS ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS, STATE OF TENNESSEE, REVISED JANUARY 1, 1992.
- SUBJECT PROPERTY IS SHOWN AS PARCEL 78.00 ON DAVIDSON COUNTY TAX MAP NO. 58.
- SUBJECT PROPERTY IS CURRENTLY ZONED: "RS15" (DEVELOPED UNDER A CLUSTER LOT OPTION).
- THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. TENNESSEE ONE CALL 1-800-351-1111 OR 1-615-366-1987.
- MINIMUM BUILDING SETBACK LINES TO BE DETERMINED BY METRO ZONING ORDINANCE.
- A PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON MAP NUMBERS 47037C 0201 F AND 47037C 0203 F, WHICH BOTH MAPS BEAR AN EFFECTIVE DATE OF APRIL 20, 2001, WHICH ARE THE LATEST MAPS FOR WHICH THE SUBJECT PREMISES IS SITUATED IN.
- THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A TITLE REPORT, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.
- A PUBLIC UTILITY EASEMENT OF TWENTY FEET (20') ADJACENT TO ALL STREET RIGHT-OF-WAYS SHALL HEREBY BE MADE A PART OF THIS RECORDING. ON CORNER LOTS WHERE FRONT YARD BUILDING SETBACKS ARE LESS THAN TWENTY FEET (20'), THE EASEMENT SHALL BE REDUCED ACCORDINGLY.
- ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- THIS PLAT SHALL COMPLY WITH THE REQUIREMENTS OF ORDINANCE NUMBER 094-1104 (TREE ORDINANCE). THE LIMITS OF CLEARING SHALL BE LIMITED TO THE AREAS NECESSARY TO CONSTRUCT ROADWAYS AND UTILITIES TO SERVE THE SITE AS SHOWN ON THIS PLAT.
- PHASE LINES ARE SUBJECT TO CHANGE.
- ALL LOTS SHALL BE SERVED BY PUBLIC WATER AND SEWER.
- ALL VEGETATION TO BE REMOVED AS NECESSARY IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE AT THE PROPOSED ACCESS ROAD ONTO EATON'S CREEK ROAD.
- ALL LOTS WITH FINISH FLOOR ELEVATIONS ABOVE 537.00 WILL REQUIRE WATER BOOSTER PUMPS MAINTAINED BY THE PROPERTY OWNER.
- NO PART OF ANY BUILDING SHALL BE MORE THAN 500 FEET FROM A FIRE HYDRANT VIA AN APPROVED HARD SURFACE. FIRE HYDRANTS SHOULD FLOW AT LEAST 1,000 GPM'S @ 40 PSI.
- THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL VOLUME 1 REGULATIONS.
- METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORM WATER FACILITIES WITHIN THE PROPERTY.
- METRO STORMWATER APPEAL #2005-151.
- ALL OPEN SPACE SHOWN ON PHASES ONE THROUGH FIVE SHALL BE A PUBLIC DRAINAGE EASEMENT UNLESS OTHERWISE NOTED.

PROPERTY IS SUBJECT TO A STORMWATER DETENTION AGREEMENT AS OF RECORD IN INSTRUMENT NO. 20060503-0051461, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

**SITE DATA FOR PHASE ONE**

TOTAL AREA	414,864 SQUARE FEET/9.52 ACRES
TOTAL NUMBER OF LOTS	26
TOTAL AREA IN RIGHT-OF-WAY	63,735 SQUARE FEET/1.46 ACRES
TOTAL LENGTH OF NEW ROADS	1,261' ±
TOTAL AREA IN LOTS	251,217 SQUARE FEET/5.77 ACRES
TOTAL OPEN SPACE AREA PROVIDED	62,204 SQUARE FEET/1.43 ACRES

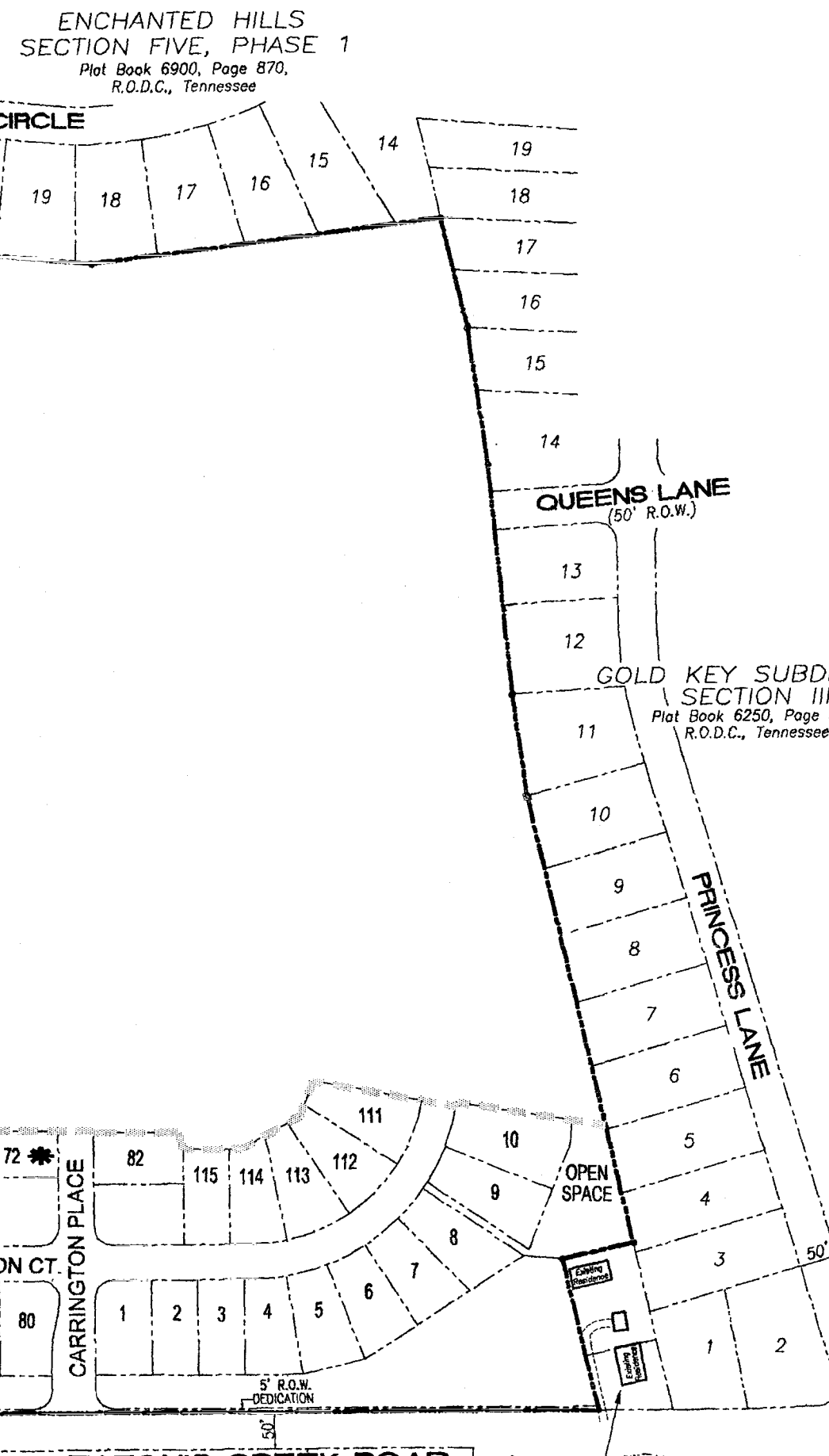
- LEGEND**
- Existing Iron Rod I.R.(O)
  - Iron Rod (Set) I.R.(N)
  - Concrete Monument (Set) C.M.(N)
  - Sanitary Manhole
  - Water Valve
  - Fire Hydrant
  - Sanitary Sewer Line
  - Water Line

R.O.D.C. Register's Office For Davidson County  
**ZONED: RS15 RESIDENTIAL P.U.D.**

**\* DENOTES CRITICAL LOT**  
FOR LOTS DESIGNATED CRITICAL, PRIOR TO ISSUANCE OF A BUILDING PERMIT, A GRADING PLAN COMPLETE WITH THE FOLLOWING INFORMATION AT A SCALE OF 1"=20' SHALL BE SUBMITTED TO THE PLANNING COMMISSION STAFF FOR APPROVAL: BUILDING LOCATIONS & FINISH FLOOR ELEVATIONS; LOCATION OF ALL PROPOSED SITE IMPROVEMENTS; TOP AND BOTTOM ELEVATIONS OF RETAINING WALLS; EXISTING AND PROPOSED CONTOURS AT MAXIMUM OF TWO FEET; SPECIFIED AND ILLUSTRATED METHODS OF STABILIZING GRADED SLOPES STEEPER THAN 33 PERCENT; LIMITS OF GRADING; AND EXISTING TREES TO BE PRESERVED DURING CONSTRUCTION. APPROVAL WILL BE BASED UPON CARE TAKEN TO MINIMIZE BOTH THE LOT AREA SUBJECT TO GRADING AND THE AMOUNT OF CUT/FILL REQUIRED TO PREPARE THE LOT AS A BUILDING SITE. GRADING PLANS FOR ANY CRITICAL LOT MUST DEMONSTRATE THAT ANY GRADING OR FILL WILL NOT NEGATIVELY IMPACT THE ADJACENT PROPERTIES.



**CORRESPONDENCE**  
DEVELOPER: THE CRAIG COMPANY  
ATTN: CRAIG COMPANY  
ADDRESS: 7123 CROSSROADS BOULEVARD  
BRENTWOOD, TENNESSEE 37207  
PHONE: (615) 771-9949  
FAX: (615) 771-9883  
SURVEYOR: H & H LAND SURVEYING, INC.  
ATTN: M. HOLMES  
ADDRESS: 406 WELSHWOOD DRIVE  
NASHVILLE, TENNESSEE 37211  
PHONE: (615) 831-0756  
FAX: (615) 781-9843



**EATON'S CREEK ROAD**

Parcel 28.00  
Tax Map 58  
MATT WINDHOLZ  
Instrument No. 20010402-0031396,  
R.O.D.C., Tennessee

Parcel 173.00  
Tax Map 58  
WAYNE W. REEVES  
AND WIFE,  
ALMA B. REEVES  
Book 4486, Page 863,  
R.O.D.C., Tennessee

Parcel 77.00  
Tax Map 58  
BOBBY R. COOK  
Book 10819, Page 836,  
R.O.D.C., Tennessee

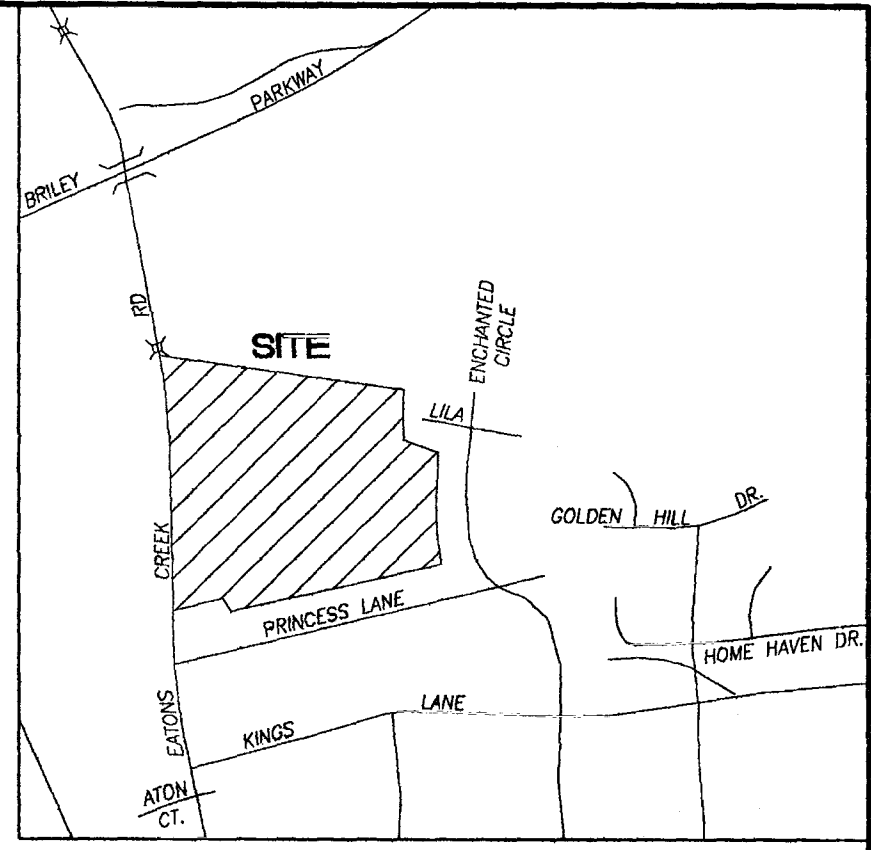
Parcel 76.00  
Tax Map 58  
JOSE CARAPIA AND WIFE,  
MARIA CARAPIA AND FEDERICO LEON  
Instrument No. 20000808-0080049,  
R.O.D.C., Tennessee

**MINIMUM FFE CHART**

LOT NO.	MIN FFE
1	445.0
2	446.5
3	447.0
4	447.0
5	446.5
6	446.5
7	446.5
8	446.5
9	446.5
10	447.0
77	448.0
78	447.0
79	446.5
80	446.0
81	446.5
111	447.0
112	447.0
113	447.0
114	447.0
115	447.0

1 REVISED 3-05-07 PER STAFF COMMENTS

DATE: FEBRUARY 4, 2007  
REVISION  
DRAWN BY: G. TERRY  
CKD. BY: M.V.H., SR.  
Scale: 1" = 200'  
JOB NO. 2005-380  
SHEET 1 OF 2  
GRAPHIC SCALE



**OWNER'S CERTIFICATE**  
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN HEREON AS EVIDENCED IN INSTRUMENT NO. 20060331-0036890, R.O.D.C., TENNESSEE AND ADOPT THE PLAN OF THE SUBDIVISION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED. NO LOT OR LOTS AS SHOWN HEREON SHALL AGAIN BE SUBDIVIDED, RESUBDIVIDED, ALTERED OR CHANGED SO AS TO PRODUCE LESS AREA THAN HEREBY ESTABLISHED UNLESS OTHERWISE APPROVED BY THE METROPOLITAN PLANNING COMMISSION AND UNDER NO CONDITION SHALL SUCH LOT OR LOTS BE MADE TO PRODUCE LESS AREA THAN HEREBY DESCRIBED BY THE RESTRICTIVE COVENANTS AS OF RECORD IN BOOK \_\_\_\_\_, R.O.D.C., TENNESSEE, WITH THE TITLE TO THE PROPERTY \_\_\_\_\_

NAME: \_\_\_\_\_ DATE: 3-8-07  
NAME: \_\_\_\_\_ DATE: 3-6-07  
NAME: \_\_\_\_\_ DATE: 3-6-07

**SURVEYOR'S CERTIFICATE**  
I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE HEREON SHOWN SUBDIVISION PLAT REPRESENTS A CATEGORY 1 SURVEY, HAVING AN UNADJUSTED RATIO PRECISION OF 1:10,000, AND IS TRUE AND CORRECT. ALL LOT CORNERS ARE IRON PINS AND HAVE BEEN AND HAVE BEEN PLACED AS INDICATED. ALL SIDE LOT LINES ARE AT RIGHT ANGLES OR RADIAL TO A STREET, UNLESS OTHERWISE NOTED.

NAME: Michael V. Holmes DATE: 3-6-07  
MICHAEL V. HOLMES, R.L.S. TENN. NO. 213

**COMMISSION'S APPROVAL**  
APPROVED BY THE CITY OF METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

NAME: \_\_\_\_\_ DATE: 3/19/2007

**RECORD**

Davidson County PLAT-LG  
Recvd: 03/20/07 09:42 2 pgs  
Fees:30.00 Taxes:0.00  
20070320-0033562

**SUBDIVISION NUMBER: 20078-0600-03**

FINAL SUBDIVISION PLAT  
**PHASE ONE**  
**CARRINGTON PLACE**  
A CLUSTER LOT SUBDIVISION  
EATONS CREEK ROAD AT PRINCESS LANE  
NASHVILLE/DAVIDSON COUNTY, TENNESSEE  
29th COUNCILMANIC DISTRICT

Surveyed by  
**H&H LAND SURVEYING, INC.**  
406 WELSHWOOD DRIVE  
NASHVILLE, TN. 37211  
(615) 831-0756

**GENERAL NOTES**  
 \* (SEE SHEET 1 OF 2)



**MINIMUM FFE CHART**

LOT NO.	MIN FFE
1	445.0
2	446.5
3	447.0
4	447.0
5	446.5
6	446.5
7	446.5
8	446.5
9	446.5
10	447.0
11	448.0
12	447.0
13	447.0
14	447.0
15	447.0

**SITE DATA FOR PHASE ONE**

TOTAL AREA IN PHASE ONE	414,864 SQUARE FEET/9.52 ACRES
TOTAL NUMBER OF LOTS	26
TOTAL AREA IN RIGHT-OF-WAY	63,735 SQUARE FEET/1.46 ACRES
TOTAL LENGTH OF NEW ROADS	1,261' ±
TOTAL AREA IN LOTS	251,217 SQUARE FEET/5.77 ACRES
TOTAL OPEN SPACE AREA PROVIDED	62,204 SQUARE FEET/1.43 ACRES

(\* TOTAL DEVELOPMENT AREA INCLUDED)

**\* DENOTES CRITICAL LOT**

FOR LOTS DESIGNATED CRITICAL, PRIOR TO ISSUANCE OF A BUILDING PERMIT, A GRADING PLAN COMPLETE WITH THE FOLLOWING INFORMATION AT A SCALE OF 1"=20' SHALL BE SUBMITTED TO THE PLANNING COMMISSION STAFF FOR APPROVAL; BUILDING LOCATIONS & FINISH FLOOR ELEVATIONS; LOCATION OF ALL PROPOSED SITE IMPROVEMENTS; TOP AND BOTTOM ELEVATIONS OF RETAINING WALLS; EXISTING & PROPOSED CONTOURS AT MAXIMUM OF TWO FEET; SPECIFIED AND ILLUSTRATED METHODS OF STABILIZING GRADED SLOPES STEEPER THAN 33 PERCENT; LIMITS OF GRADING; AND EXISTING TREES TO BE PRESERVED WITHIN THE LIMITS OF GRADING & METHOD OF PROTECTION DURING CONSTRUCTION. APPROVAL WILL BE BASED UPON CARE TAKEN TO MINIMIZE BOTH THE LOT AREA SUBJECT TO GRADING AND THE AMOUNT OF CUT/FILL REQUIRED TO PREPARE THE LOT AS A BUILDING SITE. GRADING PLANS FOR ANY CRITICAL LOTS MUST DEMONSTRATE THAT ANY GRADING OR FILL WILL NOT NEGATIVELY IMPACT THE ADJACENT PROPERTIES.

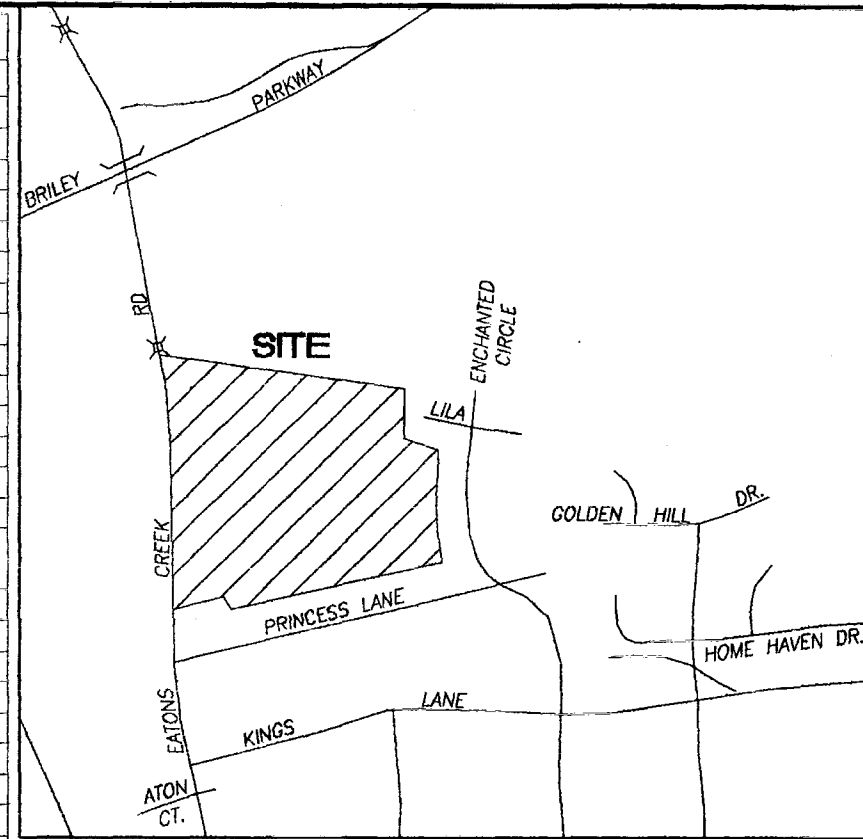
**OPEN SPACE NOTE**

ALL OPEN SPACE SHOWN HEREON SHALL BE A PUBLIC DRAINAGE EASEMENT UNLESS OTHERWISE NOTED.

PROPERTY IS SUBJECT TO A STORMWATER DETENTION AGREEMENT AS OF RECORD IN INSTRUMENT NO. 20060503-0051461, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD
C200	4'30'22"	1303.10	102.49	51.27	N02°55'57"W	102.46
C201	90°08'58"	25.00	39.34	25.07	S46°21'55"E	35.40
C202	11°26'05"	61.50	12.27	6.16	N85°43'22"W	12.25
C203	101°26'05"	25.00	44.26	30.56	N49°16'38"E	38.70
C204	39°22'31"	40.00	27.49	14.31	N21°07'40"W	26.95
C205	258°45'03"	41.50	187.42	50.57	S88°33'35"W	64.16
C206	33°50'40"	41.50	24.51	12.63	S23°53'36"E	24.16
C207	67°36'15"	41.50	48.97	27.78	S26°49'51"W	46.18
C208	62°48'07"	41.50	45.49	25.33	N87°57'57"W	43.25
C209	78°17'35"	41.50	56.71	33.78	N17°26'06"W	52.40
C210	16°12'25"	41.50	11.74	5.91	N29°49'54"E	11.70
C211	39°22'29"	40.00	27.49	14.31	S18°14'52"W	26.95
C212	90°00'00"	25.00	39.27	25.00	S46°26'25"E	35.36
C213	90°00'00"	25.00	39.27	25.00	S43°33'35"W	35.36
C214	79°37'17"	227.00	315.45	189.20	S41°15'03"E	290.67
C215	11°19'22"	227.00	44.86	22.50	S07°06'05"E	44.79
C216	22°45'58"	227.00	90.20	45.70	S24°08'45"E	89.61
C217	22°45'58"	227.00	90.20	45.70	S46°54'44"E	89.61
C218	22°45'58"	227.00	90.20	45.70	S69°40'42"E	89.61
C219	80°47'40"	273.00	384.97	232.32	S41°50'15"E	353.85
C220	1°10'23"	273.00	5.59	2.79	S81°38'53"E	5.59
C221	11°32'15"	273.00	54.97	27.58	S75°17'34"E	54.88
C222	10°54'22"	273.00	51.97	26.06	S64°04'15"E	51.89
C223	2°05'56"	273.00	10.00	5.00	S57°34'06"E	10.00
C224	10°42'15"	273.00	51.00	25.58	S51°10'01"E	50.93
C225	11°45'13"	273.00	56.00	28.10	S39°56'17"E	55.90
C226	11°45'13"	273.00	56.00	28.10	S28°11'04"E	55.90
C227	11°45'13"	273.00	56.00	28.10	S16°25'51"E	55.90
C228	9°06'51"	273.00	43.43	21.76	S05°59'50"E	43.38
C229	90°00'00"	25.00	39.27	25.00	N46°26'25"W	35.36
C230	89°51'02"	25.00	39.20	24.93	S43°38'05"W	35.31



**LOCATION MAP**  
Not To Scale

**OWNER'S CERTIFICATE**

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN HEREON AS EVIDENCED IN INSTRUMENT NO. 20060331-0036890, R.O.D.C., TENNESSEE AND ADOPT THE PLAN OF THE SUBDIVISION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED. NO LOT OR LOTS AS SHOWN HEREON SHALL AGAIN BE SUBDIVIDED, RESUBDIVIDED, ALTERED OR CHANGED SO AS TO PRODUCE LESS AREA THAN HEREBY ESTABLISHED UNLESS OTHERWISE APPROVED BY THE METROPOLITAN PLANNING COMMISSION AND UNDER NO CONDITION SHALL SUCH LOT OR LOTS BE MADE TO PRODUCE LESS AREA THAN DESCRIBED BY THE RESTRICTIVE COVENANTS AS OF RECORD IN BOOK \_\_\_\_\_, R.O.D.C., TENNESSEE, WITH THE TITLE TO THE PROPERTY.

NAME: \_\_\_\_\_ DATE: 3-7-07  
 NAME: \_\_\_\_\_ DATE: 3/6/07  
 NAME: \_\_\_\_\_ DATE: 3/4/07

**SURVEYOR'S CERTIFICATE**

I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE HEREON SHOWN SUBDIVISION PLAT REPRESENTS A CATEGORY 1 SURVEY, HAVING AN UNADJUSTED RATIO PRECISION OF 1:10,000, AND IS TRUE AND CORRECT. ALL LOT CORNERS ARE IRON PINS AND HAVE BEEN AND HAVE BEEN PLACED AS INDICATED. ALL SIDE LOT LINES ARE AT RIGHT ANGLES OR RADIAL TO A STREET, UNLESS OTHERWISE NOTED.

NAME: Michael V. Holmes DATE: 3-6-07  
 MICHAEL V. HOLMES, R.L.S. TENN. NO. 213

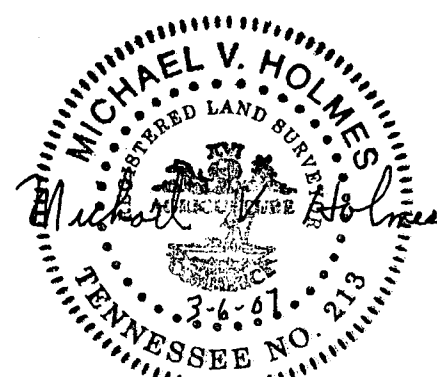
**COMMISSION'S APPROVAL**

APPROVED BY THE CITY OF METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

NAME: \_\_\_\_\_ DATE: 3/19/2007

RECORD

**SUBDIVISION NUMBER 2007S-060G-03**



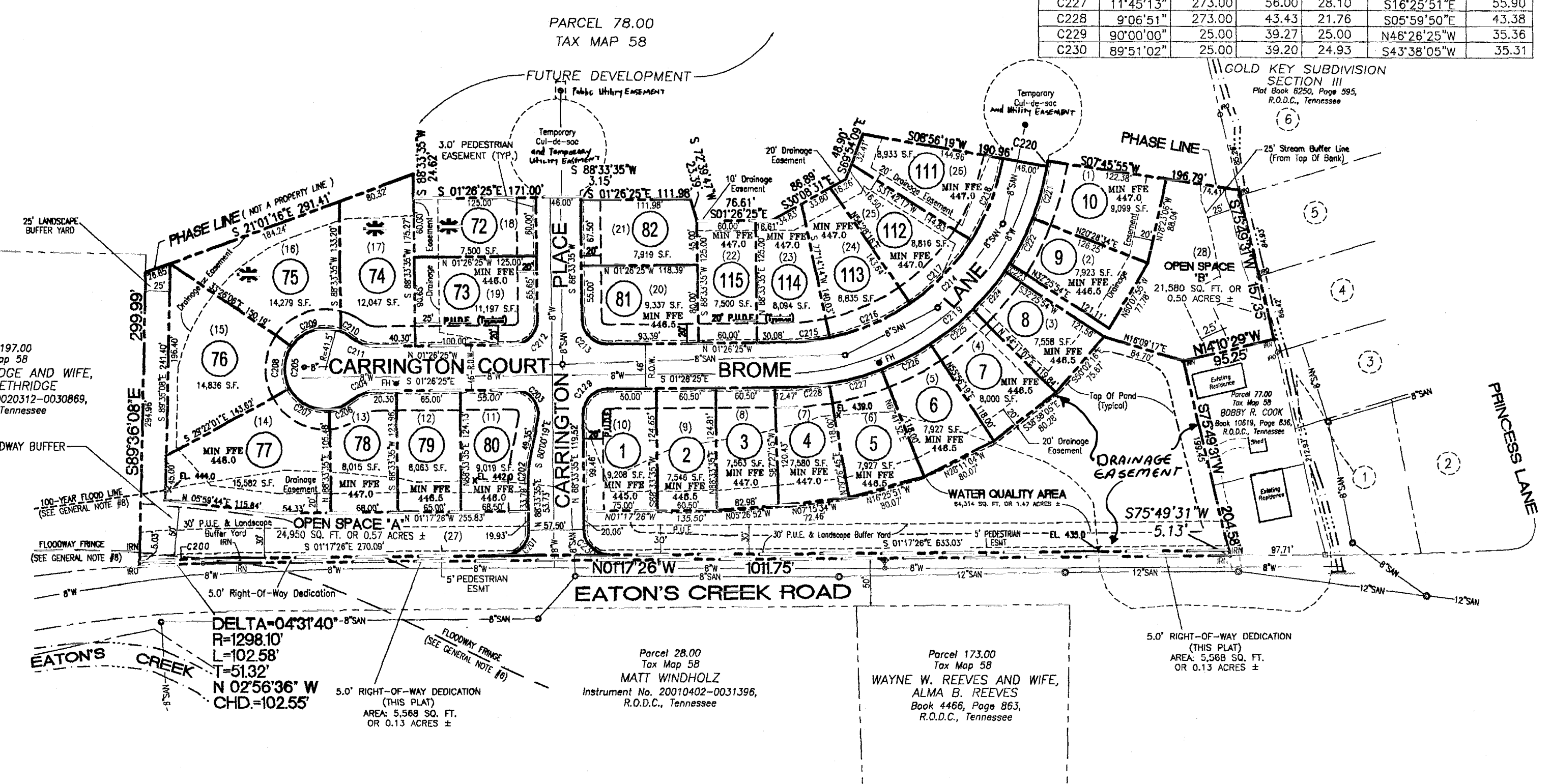
FINAL SUBDIVISION PLAT  
**PHASE ONE**  
**CARRINGTON PLACE**  
 A CLUSTER LOT SUBDIVISION

EATONS CREEK ROAD AT PRINCESS LANE  
 NASHVILLE/DAVIDSON COUNTY, TENNESSEE  
 29th COUNCILMANIC DISTRICT

Surveyed by  
**H&H LAND SURVEYING, INC.**  
 406 WELSHWOOD DRIVE  
 NASHVILLE, TN. 37211  
 (615) 831-0756

**AREA OF PHASE ONE: 414,864 SQUARE FEET OR 9.52 ACRES**

SHEET 2 OF 2



- LEGEND**
- Existing Iron Rod I.R.(O)
  - Iron Rod (Set) I.R.(N)
  - Concrete Monument (Set) C.M.(N)
  - Sanitary Manhole
  - Water Valve
  - Fire Hydrant
  - S-W- Sanitary Sewer Line
  - #- Water Line

DATE: FEBRUARY 4, 2007 DRAWN BY: G. TERRY CKD. BY: M.V.H., SR.

REVISION

MK	DATE	BY	CHANGE
1			REVISED 3-05-07 PER STAFF COMMENTS

**Scale: 1" = 100'**

0' 50' 100' 200' 300'

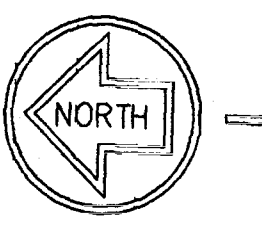
GRAPHIC SCALE

JOB NO. 2005-380 SHEET 2 OF 2

R.O.D.C. Registrar's Office For Davidson County  
**ZONED: RS15 RESIDENTIAL P.U.D.**



**AREA OF PHASE TWO: 381,765 SQUARE FEET OR 8.76 ACRES**



**GENERAL NOTES:**

- 1) THE PURPOSE OF THIS PLAT IS TO CREATE A 31 LOT SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD.
  - 2) BEARINGS SHOWN HEREON ARE REFERENCED TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM.
  - 3) THIS SURVEY EXCEEDS THE MINIMUM REQUIREMENTS OF A CATEGORY 1 SURVEY AS PER STANDARDS OF PRACTICE AS ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS, STATE OF TENNESSEE, REVISED JANUARY 1, 1992.
  - 4) SUBJECT PROPERTY IS SHOWN AS PARCEL (00) ON DAVIDSON COUNTY TAX MAP NO. 58-10-B
  - 5) SUBJECT PROPERTY IS CURRENTLY ZONED: "RS15" (DEVELOPED UNDER A CLUSTER LOT OPTION).
  - 6) THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. TENNESSEE ONE CALL 1-800-351-7111 OR 1-615-366-1987.
  - 7) MINIMUM BUILDING SETBACK LINES TO BE DETERMINED BY METRO ZONING ORDINANCE.
  - 8) THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON MAP NUMBERS 47037C 0201 F AND 47037C 0203 F, WHICH BOTH MAPS BEAR AN EFFECTIVE DATE OF APRIL 20, 2001, WHICH ARE THE LATEST MAPS FOR WHICH THE SUBJECT PREMISES IS SITUATED IN.
  - 9) THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A TITLE REPORT, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH.
  - 10) A PUBLIC UTILITY EASEMENT OF TWENTY FEET (20') ADJACENT TO ALL STREET RIGHT-OF-WAYS SHALL HEREBY BE MADE A PART OF THIS RECORDING. ON CORNER LOTS WHERE FRONT YARD BUILDING SETBACKS ARE LESS THAN TWENTY FEET (20'), THE EASEMENT SHALL BE REDUCED ACCORDINGLY.
  - 11) ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
  - 12) THE DEVELOPMENT OF THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE ADOPTED TREE ORDINANCE 2008-328 (METRO CODE CHAPTER 17.24, ARTICLE II, TREE PROTECTION AND REPLACEMENT; AND CHAPTER 17.40, ARTICLE X, TREE PROTECTION AND REPLACEMENT PROCEDURES).
  - 13) PHASE LINES ARE SUBJECT TO CHANGE.
  - 14) ALL LOTS SHALL BE SERVED BY PUBLIC WATER AND SEWER.
  - 15) ALL VEGETATION TO BE REMOVED AS NECESSARY IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE AT THE PROPOSED ACCESS ROAD ONTO EATON'S CREEK ROAD.
  - 16) ALL LOTS WITH FINISH FLOOR ELEVATIONS ABOVE 537.00 WILL REQUIRE WATER BOOSTER PUMPS MAINTAINED BY THE PROPERTY OWNER.
  - 17) NO PART OF ANY BUILDING SHALL BE MORE THAN 500 FEET FROM A FIRE HYDRANT VIA AN APPROVED HARD SURFACE. FIRE HYDRANTS SHOULD FLOW AT LEAST 1,000 GPM'S @ 40 PSI.
  - 18) THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL VOLUME 1 REGULATIONS.
  - 19) METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORM WATER FACILITIES WITHIN THE PROPERTY.
  - 20) METRO STORMWATER APPEAL #2005-151.
  - 21) ALL OPEN SPACE SHOWN ON PHASES ONE THROUGH FIVE SHALL BE A PUBLIC DRAINAGE EASEMENT UNLESS OTHERWISE NOTED.
  - 22) SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO ROW IS 15" CMP).
- PROPERTY IS SUBJECT TO A STORMWATER DETENTION AGREEMENT FOR CARRINGTON PLACE, PHASE 1 AS OF RECORD IN INSTRUMENT NO. 200703200033562, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE. PHASE 1 CONTAINS A WATER QUALITY POND THAT SERVES PHASE 2.

**SITE DATA FOR PHASE TWO**

TOTAL AREA	381,765 SQUARE FEET/8.76 ACRES
TOTAL NUMBER OF LOTS	31
TOTAL AREA IN RIGHT-OF-WAY	62,003 SQUARE FEET/1.42 ACRES
TOTAL LENGTH OF NEW ROADS	1,289' ±
TOTAL AREA IN LOTS	277,598 SQUARE FEET/6.37 ACRES
TOTAL OPEN SPACE AREA PROVIDED	42,164 SQUARE FEET/0.97 ACRES

- LEGEND**
- Existing Iron Rod I.R.(O)
  - Iron Rod (Set) I.R.(M)
  - Concrete Monument (Set) C.M.(M)
  - Sanitary Manhole
  - Water Valve
  - Fire Hydrant
  - S-W- Sanitary Sewer Line
  - W- Water Line
- R.O.D.C. Register's Office For Davidson County  
**ZONED: RS15 RESIDENTIAL P.U.D.**

**\* DENOTES CRITICAL LOT**

FOR LOTS DESIGNATED CRITICAL, PRIOR TO ISSUANCE OF A BUILDING PERMIT, A GRADING PLAN COMPLETE WITH THE FOLLOWING INFORMATION AT A SCALE OF 1"=20' SHALL BE SUBMITTED TO THE PLANNING COMMISSION STAFF FOR APPROVAL: BUILDING LOCATIONS & FINISH FLOOR ELEVATIONS; LOCATION OF ALL PROPOSED SITE IMPROVEMENTS; TOP AND BOTTOM ELEVATIONS OF RETAINING WALLS; EXISTING AND PROPOSED CONTOURS AT MAXIMUM OF TWO FEET; SPECIFIED AND ILLUSTRATED METHODS OF STABILIZING GRADED SLOPES STEEPER THAN 33 PERCENT; LIMITS OF GRADING; AND EXISTING TREES TO BE PRESERVED DURING CONSTRUCTION. APPROVAL WILL BE BASED UPON CARE TAKEN TO MINIMIZE BOTH THE LOT AREA SUBJECT TO GRADING AND THE AMOUNT OF CUT/FILL REQUIRED TO PREPARE THE LOT AS A BUILDING SITE. GRADING PLANS FOR ANY CRITICAL LOT MUST DEMONSTRATE THAT ANY GRADING OR FILL WILL NOT NEGATIVELY IMPACT THE ADJACENT PROPERTIES.

**CORRESPONDENCE**

DEVELOPER: CELEBRATION HOMES  
ATTN: COREY CRAIG  
ADDRESS: 7123 CROSSROADS BOULEVARD  
BRENTWOOD, TENNESSEE 37207  
PHONE: (615) 771-9949  
FAX: (615) 771-9883

SURVEYOR: H & H LAND SURVEYING, INC.  
ATTN: MICHAEL V. HOLMES, JR.  
ADDRESS: 612A FITZHUGH BLVD  
SMYRNA, TENNESSEE 37167  
PHONE: (615) 831-0756  
FAX: (615) 355-6928

**REVISED**

DATE: JUNE 12, 2009

REVISION

MK	DATE	BY	CHANGE

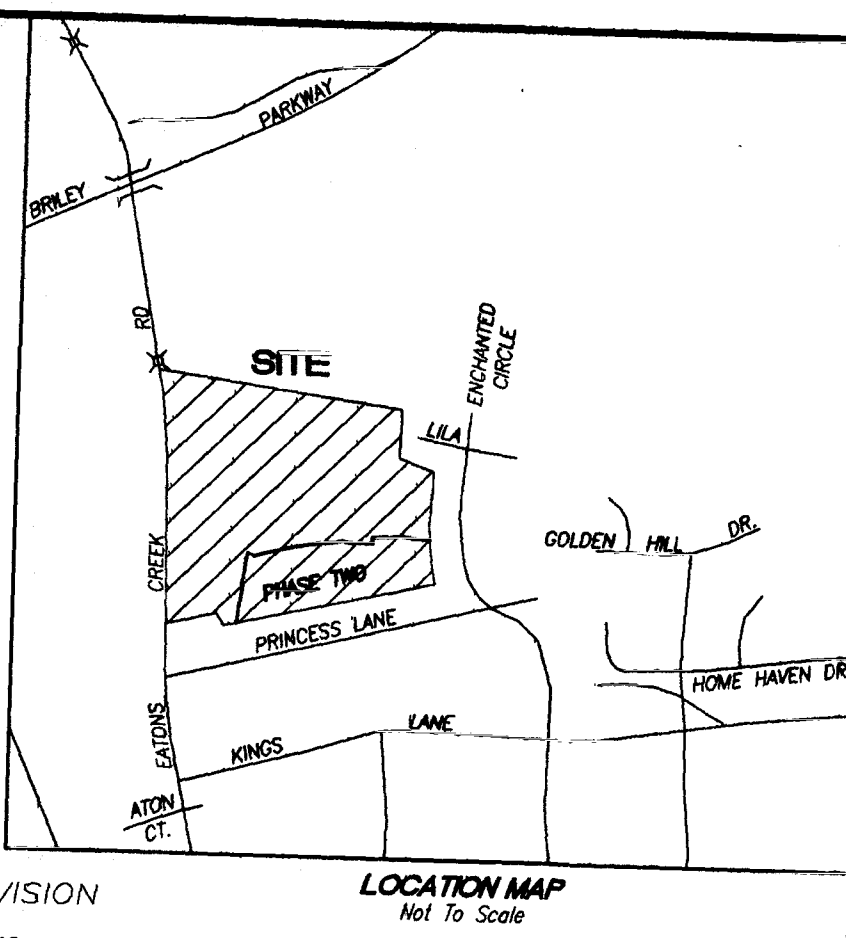
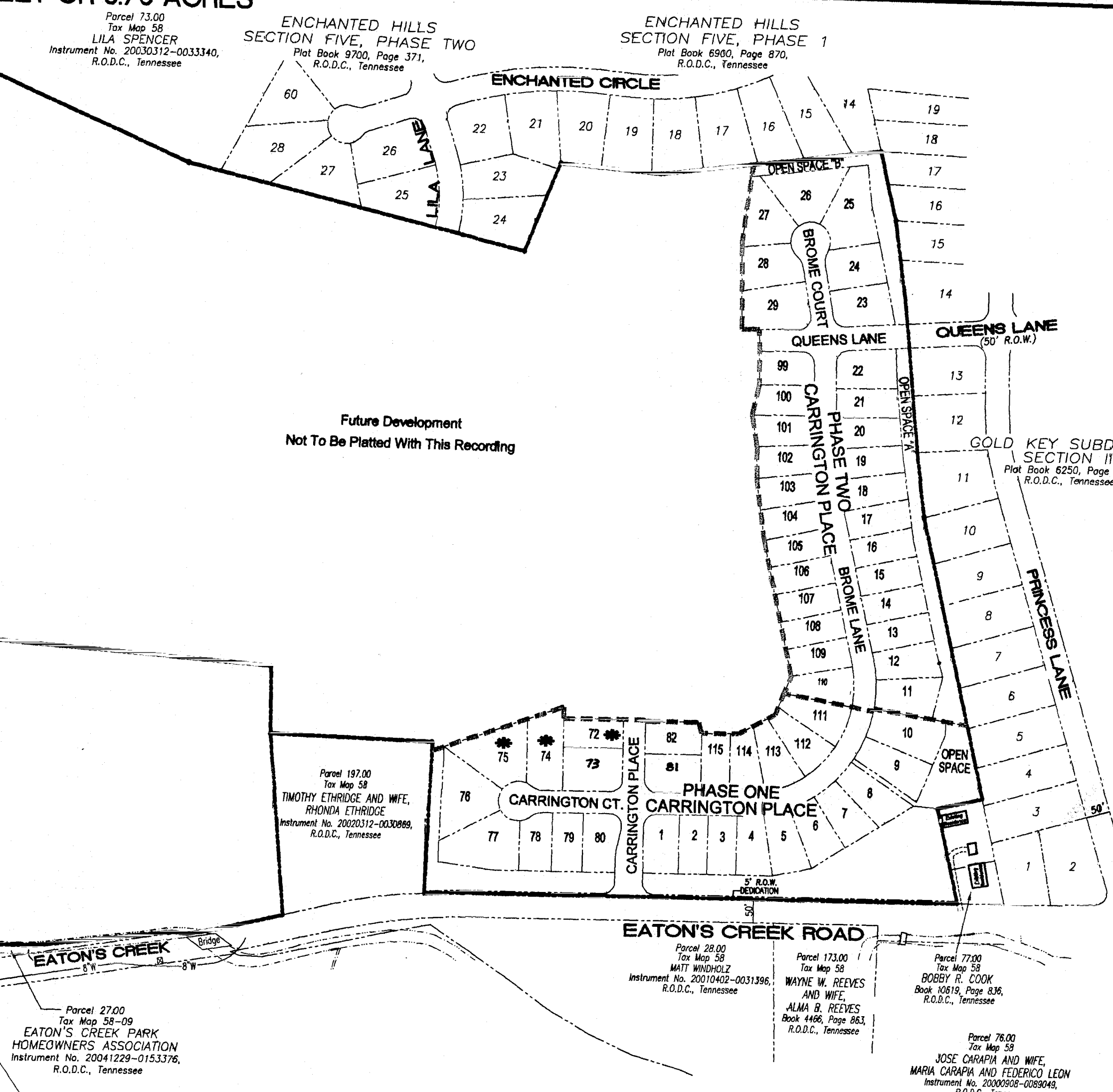
JOB NO. 2005-380  
SHEET 1 OF 2

DRAWN BY: G. TERRY  
CKD. BY: M.V.H., JR.

**Scale: 1" = 200'**

0' 100' 200' 400' 600'

**GRAPHIC SCALE**



**OWNER'S CERTIFICATE:**

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN HEREON AS EVIDENCED IN INSTRUMENT NO. 20060331-0036890, R.O.D.C., TENNESSEE AND ADOPT THE PLAN OF THE SUBDIVISION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED. NO LOT OR LOTS AS SHOWN HEREON SHALL AGAIN BE SUBDIVIDED, RESUBDIVIDED, ALTERED OR CHANGED SO AS TO PRODUCE LESS AREA THAN HEREBY ESTABLISHED UNLESS OTHERWISE APPROVED BY THE METROPOLITAN PLANNING COMMISSION AND UNDER NO CONDITION SHALL SUCH LOT OR LOTS BE MADE TO PRODUCE LESS AREA THAN PRESCRIBED BY THE RESTRICTIVE COVENANTS AS OF RECORD IN INSTRUMENT 20082150015254, R.O.D.C., TENNESSEE, WITH THE TITLE TO THE PROPERTY.

NAME: COREY CRAIG DATE: 9-1-09  
NAME: LUTHER H. CRAIG DATE: 9-1-09  
NAME: RANDALL B. SMITH DATE: 9-1-09

**SURVEYOR'S CERTIFICATE:**

I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE HEREON SHOWN SUBDIVISION PLAT REPRESENTS A CATEGORY 1 SURVEY, HAVING AN UNADJUSTED RATIO PRECISION OF 1:10,000, AND IS TRUE AND CORRECT. ALL LOT CORNERS ARE IRON PINS AND HAVE BEEN AND HAVE BEEN PLACED AS INDICATED. ALL SIDE LOT LINES ARE AT RIGHT ANGLES OR RADIAL TO A STREET, UNLESS OTHERWISE NOTED.

NAME: Stephen P. McClannahan DATE: 8-31-09

**COMMISSION'S APPROVAL:**

APPROVED BY THE CITY OF METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

NAME: Luke Samblott DATE: 9/22/09



SUBDIVISION NUMBER: 2009S-081-001

**FINAL SUBDIVISION PLAT  
PHASE TWO  
CARRINGTON PLACE**

A CLUSTER LOT SUBDIVISION  
EATON'S CREEK ROAD AT PRINCESS LANE  
NASHVILLE/DAVIDSON COUNTY, TENNESSEE  
29th COUNCILMANIC DISTRICT

Surveyed by  
**H&H LAND SURVEYING, INC.**  
612A FITZHUGH BLVD  
SMYRNA, TN. 37167  
(615) 831-0756

ENCHANTED HILLS  
SECTION FIVE, PHASE TWO  
Plat Book 9700, Page 371,  
R.O.D.C., Tennessee

ENCHANTED HILLS  
SECTION FIVE, PHASE 1  
Plat Book 6900, Page 670,  
R.O.D.C., Tennessee



**GENERAL NOTES**  
• (SEE SHEET 1 OF 2)

**SITE DATA FOR PHASE TWO**  
TOTAL AREA IN PHASE TWO 381,765 SQUARE FEET/8.76 ACRES  
TOTAL NUMBER OF LOTS 31  
TOTAL AREA IN RIGHT-OF-WAY 62,003 SQUARE FEET/1.42 ACRES  
TOTAL LENGTH OF NEW ROADS 1,289'  
TOTAL AREA IN LOTS 277,598 SQUARE FEET/6.37 ACRES  
TOTAL OPEN SPACE PROVIDED 42,164 SQUARE FEET/0.97 ACRES

**OPEN SPACE NOTE**  
ALL OPEN SPACE SHOWN HEREON SHALL BE A PUBLIC DRAINAGE EASEMENT UNLESS OTHERWISE NOTED.

**RESTRICTIVE COVENANTS [RC]**  
1. LOTS 22-29, & 99 WILL BE DESIGNATED AS LOTS IN THE 'RESERVE' SECTION.  
2. THE ABOVE REFERENCED LOTS IN THE 'RESERVE' SECTION WILL HAVE SIDE OR REAR ENTRY GARAGES ONLY.  
3. HOMES CONSTRUCTED ON THE ABOVE REFERENCED LOTS IN THE 'RESERVE' SECTION WILL HAVE A MINIMUM SQUARE FOOTAGE OF 1,800 SF.  
4. HOMES CONSTRUCTED IN THE ABOVE REFERENCED 'RESERVE' SECTION WILL HAVE SOME BRICK/MASONRY ON THREE SIDES.  
5. HOMES CONSTRUCTED IN THE BALANCE OF THE DEVELOPMENT SHALL HAVE A MINIMUM SQUARE FOOTAGE OF 1,450 SF.

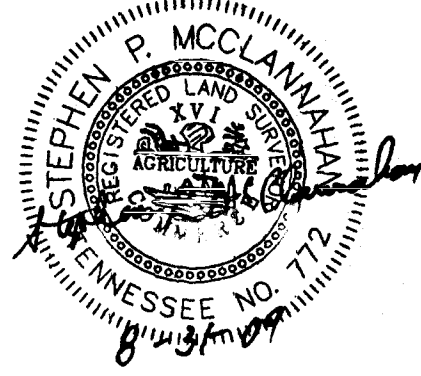
**CURVE TABLE**

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG	CHORD
C1	22°45'58"	227.00	90.20	45.70	N87°33'20"E	89.61
C2	1°10'23"	227.00	4.65	2.32	S81°38'53"E	4.65
C3	20°10'52"	227.00	79.96	40.40	N87°40'29"E	79.54
C4	1°24'43"	227.00	5.59	2.80	N76°52'42"E	5.59
C5	11°31'39"	1023.00	205.82	103.26	S81°56'10"W	205.47
C6	2°19'50"	1023.00	41.61	20.81	S77°20'15"W	41.61
C7	3°14'28"	1023.00	57.87	28.94	S80°07'24"W	57.86
C8	3°17'46"	1023.00	58.85	29.43	S83°23'31"W	58.84
C9	2°39'35"	1023.00	47.49	23.75	S86°22'12"W	47.49
C10	90°09'14"	25.00	39.34	25.07	N42°37'22"E	35.40
C11	98°45'02"	25.00	43.09	29.14	S51°49'46"E	37.95
C12	39°22'31"	40.00	27.49	14.31	N59°06'28"E	26.95
C13	258°45'03"	41.50	167.42	50.57	N11°12'17"W	64.16
C14	39°22'31"	40.00	27.49	14.31	N81°31'01"W	26.95
C15	43°41'05"	41.50	31.64	16.63	S61°15'45"W	30.88
C16	58°35'38"	41.50	40.99	22.34	N68°35'54"W	39.35
C17	65°29'16"	41.50	47.43	26.69	N07°33'27"W	44.89
C18	87°53'20"	41.50	63.66	40.00	N69°07'51"E	57.60
C19	5°05'44"	41.50	3.69	1.85	S64°22'37"E	3.69
C20	83°46'39"	25.00	36.55	22.42	S36°54'24"W	33.38
C21	87°19'05"	25.00	38.10	23.86	N48°38'28"W	34.52
C22	11°31'39"	977.00	196.56	98.62	S81°56'10"W	196.23
C23	3°17'34"	977.00	56.15	28.08	S86°03'12"W	56.14
C24	3°50'00"	977.00	65.36	32.69	S82°29'25"W	65.35
C25	3°50'00"	977.00	65.36	32.69	S78°39'26"W	65.35
C27	21°35'35"	273.00	102.89	52.06	N86°58'08"E	102.28
C28	8°52'57"	273.00	42.32	21.20	N80°36'49"E	42.28
C29	12°42'38"	273.00	60.56	30.41	S88°35'24"E	60.44
C30	1°10'23"	273.00	5.59	2.79	S81°38'53"E	5.59

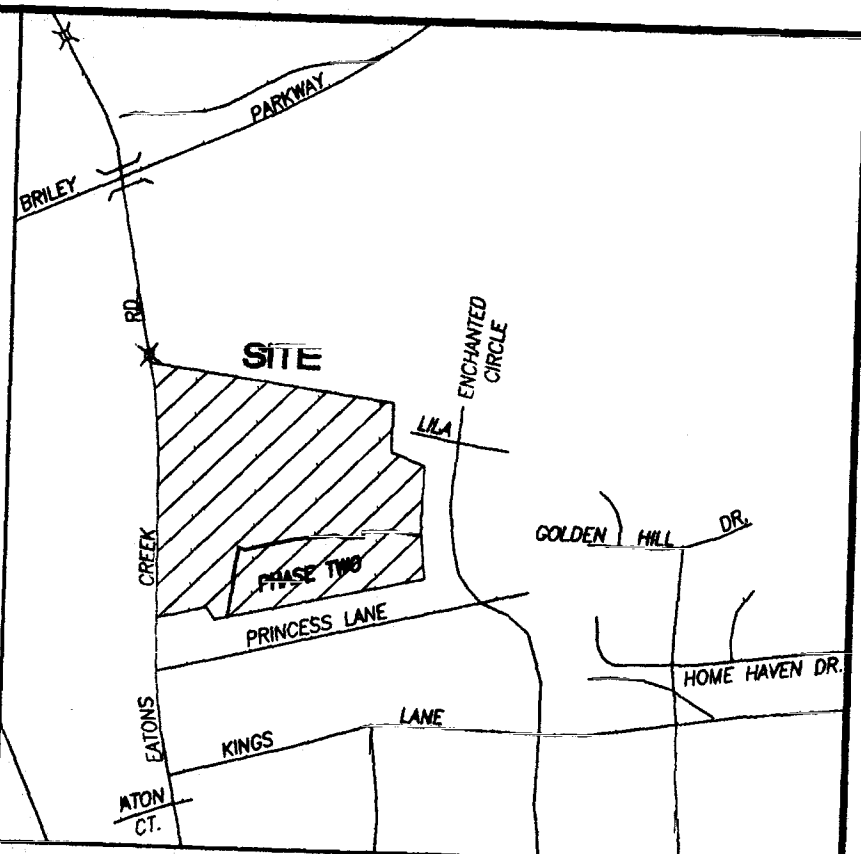
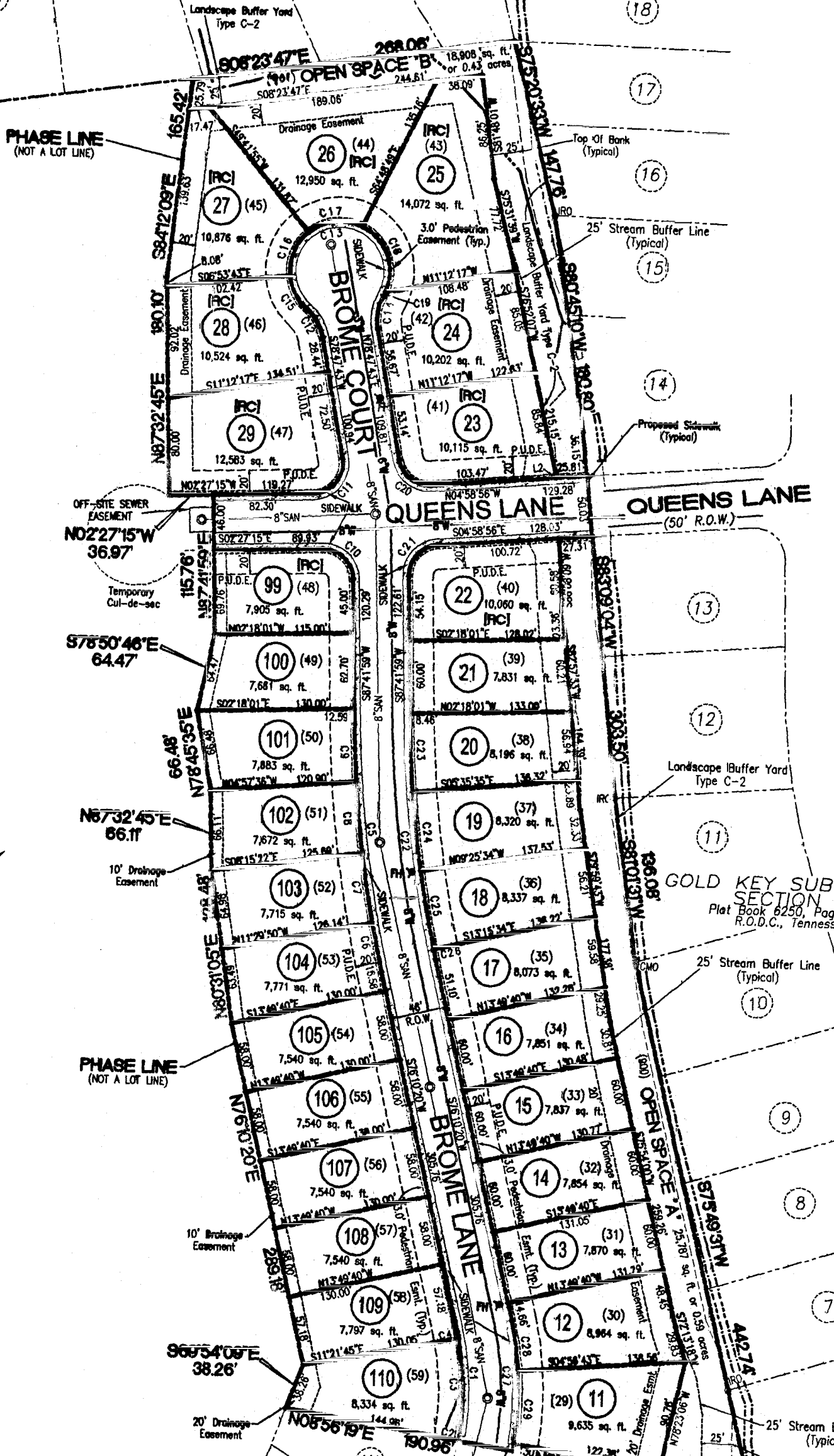
**LINE TABLE**

LINE	BEARING	LENGTH
L1	S80°33'25"W	26.07

**PURPOSE NOTE**  
THE PURPOSE OF THIS PLAT IS TO CREATE A 31 LOT SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD.



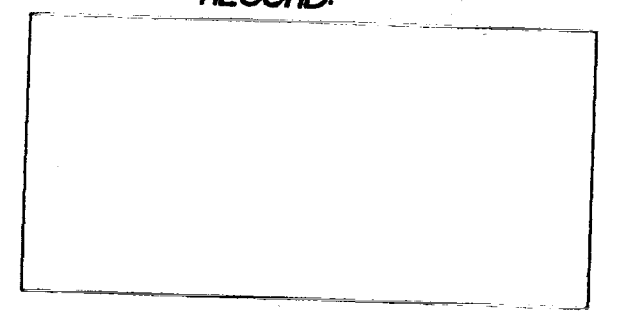
FUTURE DEVELOPMENT



**OWNER'S CERTIFICATE:**  
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN HEREON AS EVIDENCED IN INSTRUMENT 20060330036890, R.O.D.C., TENNESSEE AND ADOPT THE PLAN OF THE SUBDIVISION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED. NO LOT OR LOTS AS SHOWN HEREON SHALL AGAIN BE SUBDIVIDED, RESUBDIVIDED, ALTERED OR CHANGED SO AS TO PRODUCE LESS AREA THAN HEREBY ESTABLISHED UNLESS OTHERWISE APPROVED BY THE METROPOLITAN PLANNING COMMISSION AND UNDER NO CIRCUMSTANCES SHALL SUCH LOT OR LOTS BE MADE TO PRODUCE LESS AREA THAN PRESCRIBED BY THE RESTRICTIVE COVENANTS AS OF RECORD IN INSTRUMENT 20062150015254, R.O.D.C., TENNESSEE, WITH THE TITLE TO THE PROPERTY.  
NAME: COREY CRAIG DATE: 9-1-09  
NAME: LLOYD H. CRAIG DATE: 9-2-09  
NAME: RANDALL B. SMITH DATE: 9-1-09

**SURVEYOR'S CERTIFICATE:**  
I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE HEREON SHOWN SUBDIVISION PLAT REPRESENTS A CATEGORY 1 SURVEY, HAVING AN UNADJUSTED RATIO PRECISION OF 1:10,000, AND IS TRUE AND CORRECT. ALL LOT CORNERS ARE IRON PINS AND HAVE BEEN AND HAVE BEEN PLACED AS INDICATED. ALL SIDE LOT LINES ARE AT RIGHT ANGLES OR RADIAL TO A STREET, UNLESS OTHERWISE NOTED.  
NAME: Stephen P. McClannahan DATE: 8-31-09

**COMMISSIONS APPROVAL:**  
APPROVED BY THE CITY OF METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.  
NAME: [Signature] DATE: 9/22/10



SUBDIVISION NUMBER: 2009S-081-001

FINAL SUBDIVISION PLAT  
**PHASE TWO**  
**CARRINGTON PLACE**

A CLUSTER LOT SUBDIVISION  
EATONS CREEK ROAD AT PRINCESS LANE  
NASHVILLE/DAVIDSON COUNTY, TENNESSEE  
29th COUNCILMANIC DISTRICT

Surveyed by  
**H&H LAND SURVEYING, INC.**  
612A FITZHUGH BLVD  
SMYRNA, TN, 37167  
(615) 831-0756

- LEGEND**
- Existing Iron Rod I.R.(O)
  - Iron Rod (Set) I.R.(N)
  - Concrete Monument (Set) C.M.(N)
  - Sanitary Manhole
  - Water Valve
  - Fire Hydrant
  - S&H- Sanitary Sewer Line
  - W- Water Line

R.O.D.C. Registrar's Office For Davidson County  
**ZONED: RS15 RESIDENTIAL P.U.D.**

1 REVISED  
DATE: JANUARY 12, 2009  
S. MCKNIGHT  
CKD. BY: M.V.H., JR.  
REVISION  
MK DATE BY CHANGE  
**Scale: 1" = 100'**  
0' 50' 100' 200' 300'  
GRAPHIC SCALE  
JOB NO. 2005-380  
SHEET 2 OF 2

AREA OF PHASE TWO: 381,765 SQUARE FEET OR 8.76 ACRES

I, Richard Bernhardt do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

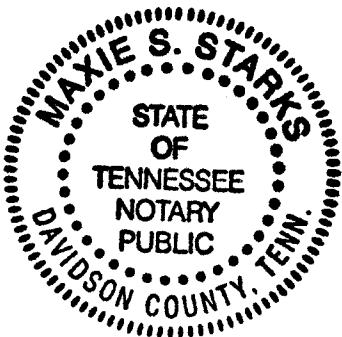
Richard Bernhardt

Signature

State of Tennessee

County of Davidson

Personally Maxie S. Starks appeared before me, a notary public for this county and state, Richard Bernhardt who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



My Commission Expires MAY 6, 2013

Maxie S. Starks

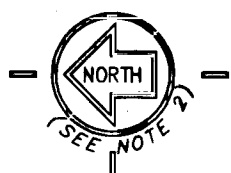
Notary's Signature

MY COMMISSION EXPIRES: \_\_\_\_\_.

Notary's Seal (If on paper)



**PHASE THREE-SECTION TWO AREA: 236,366 SQUARE FEET± OR 5.426 ACRES±**



**GENERAL NOTES:**

- THE PURPOSE OF THIS PLAT IS TO CREATE AN 18 LOTS.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM.
- THIS SURVEY EXCEEDS THE MINIMUM REQUIREMENTS OF A CATEGORY 1 SURVEY AS PER STANDARDS OF PRACTICES AS ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS IN THE STATE OF TENNESSEE.
- SUBJECT PROPERTY IS SHOWN AS A PORTION OF PARCEL (76) ON DAVIDSON COUNTY TAX MAP NO. 58.
- THE BASE ZONING DISTRICT IS RS15, AND THE PROPOSED SUBDIVISION WILL CLUSTER LOTS BY DROPPING DOWN TO THE RS7.5 ZONING DISTRICT.
- THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES ABOVE GROUND AND UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO BEING MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. TENNESSEE ONE CALL 1-800-351-1111 OR 1-615-366-1987.
- MINIMUM BUILDING SETBACK LINES TO BE DETERMINED BY CURRENT METRO ZONING ORDINANCE.
- CARRINGTON PLACE PHASE 3 OF THIS PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADED) AS SAID TRACT PLOTS BY SCALED APPROXIMATION ON "NATIONAL FLOOD INSURANCE PROGRAM" MAPS NUMBER 470370201F AND 470370203F; BOTH DATED EFFECTIVE APRIL 20, 2001.
- THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A TITLE REPORT, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE TITLE SEARCH.
- A PUBLIC UTILITY EASEMENT OF TWENTY FEET (20') ADJACENT TO ALL SHEET RIGHTS-OF-WAY SHALL HEREBY BE MADE A PART OF THIS RECORDING. ON CORNER LOTS WHERE FRONT YARD BUILDING SETBACKS ARE LESS THAN TWENTY FEET (20'), THE EASEMENT SHALL BE REDUCED ACCORDINGLY.
- ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- THE DEVELOPMENT OF THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE ADOPTED TREE ORDINANCE 2008-328 (METRO CODE CHAPTER 17.24, ARTICLE II, TREE PROTECTION AND REPLACEMENT; AND CHAPTER 17.40, ARTICLE X, TREE PROTECTION AND REPLACEMENT PROCEDURES).
- PHASE LINES ARE SUBJECT TO CHANGE.
- INDIVIDUAL WATER AND/OR SANITARY SEWER SERVICE LINES ARE REQUIRED FOR EACH PARCEL.
- PARCEL NUMBERS SHOWN THUS (904) REFER TO DAVIDSON COUNTY TAX MAP 58-10-0-C.
- ALL LOTS WITH FINISH FLOOR ELEVATIONS ABOVE 537.00 FEET WILL REQUIRE WATER BOOSTER PUMPS MAINTAINED BY THE PROPERTY OWNER.
- NO PART OF ANY BUILDING SHALL BE MORE THAN 500 FEET FROM A FIRE HYDRANT VIA AN APPROVED HARD SURFACE. FIRE HYDRANTS SHOULD FLOW AT LEAST 1,000 GPM @ 40 PSI, AND THERE ARE NO PROPOSED HOUSES EXCEEDING 3,000 SQ. FT.
- THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL, VOLUME 1 REGULATIONS.
- METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
- PROPERTY IS SUBJECT TO METRO STORMWATER APPEAL #2005-151 AND METRO STORMWATER MAINTENANCE AGREEMENT, AS OF RECORD IN INSTRUMENT NO. 200606030051481-(R.O.D.C.,TN).
- ALL OPEN SPACE SHOWN ON PHASES THREE THROUGH FIVE SHALL BE A PUBLIC UTILITY AND DRAINAGE EASEMENT, UNLESS OTHERWISE NOTED.
- SIZE DRAINWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL (MINIMUM DRAINWAY CULVERT IN METRO R-0-W IS 15" CMP).
- METRO COUNCIL DISTRICT 1: INTERNAL REPRESENTATIVE MS. SHARON HURT.
- THIS DEVELOPMENT IS SUBJECT TO THE APPROVED DRAINING PLAN NO. SWR 2008-12 PREPARED BY BATSON & ASSOCIATES.
- THE HOME OWNER'S ASSOCIATION (HOA) DOCUMENTS INCLUDING THE DECLARATION OF GOVERNANTS, CONDITIONS, AND RESTRICTIONS FOR THIS DEVELOPMENT ARE RECORDED IN INSTRUMENT NO. 20080215-00152654, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
- ALL LOT CORNERS TO BE MARKED WITH IRON RODS (IRS) UNLESS OTHERWISE NOTED.
- NO BUILDING PERMIT MAY BE ISSUED ON ANY LOT UNTIL STREET NAME SIGNS ARE INSTALLED AND VERIFIED BY THE METROPOLITAN DEPARTMENT OF PUBLIC WORKS ON ALL STREETS ON WHICH THE LOT DEPENDS FOR ACCESS.

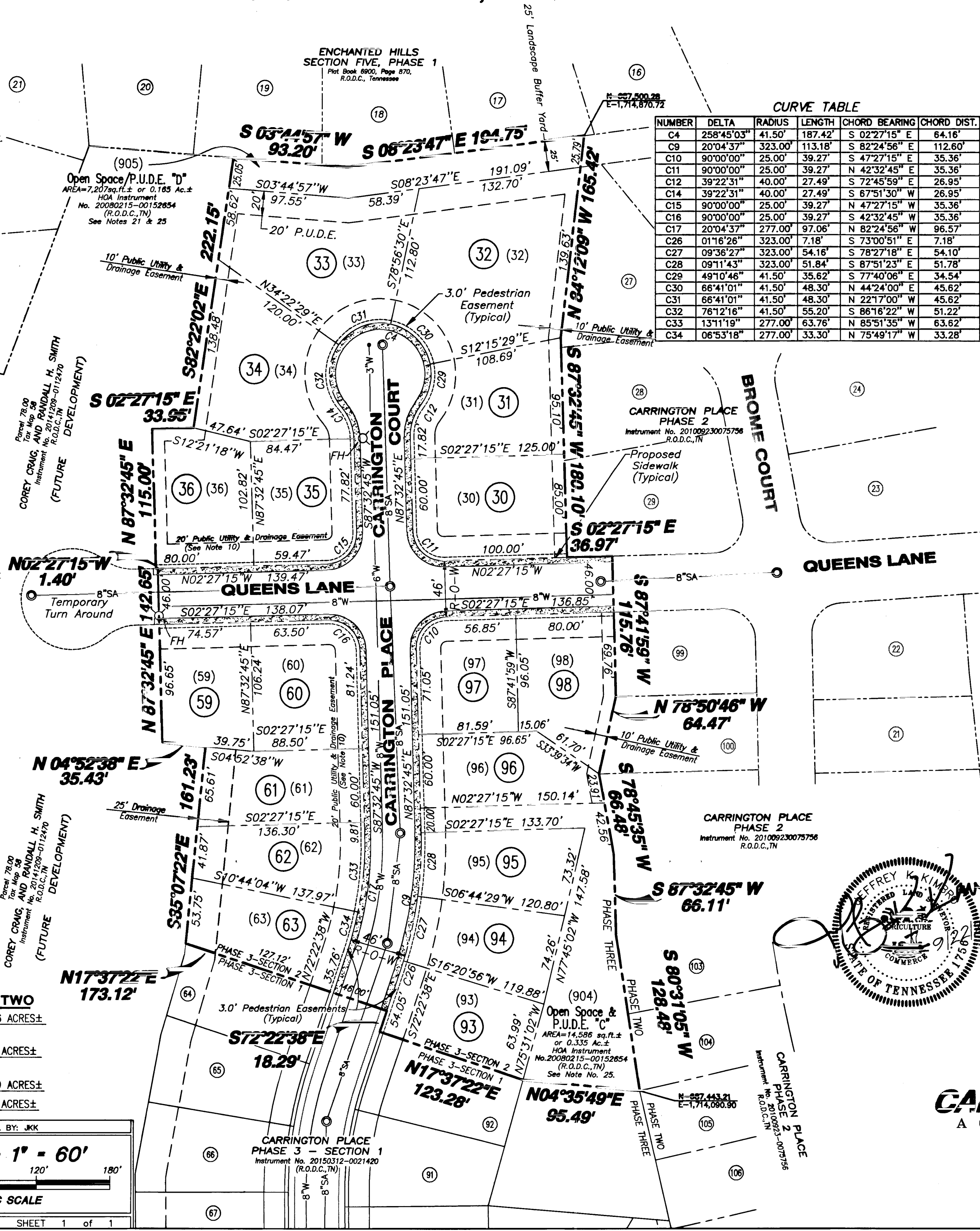
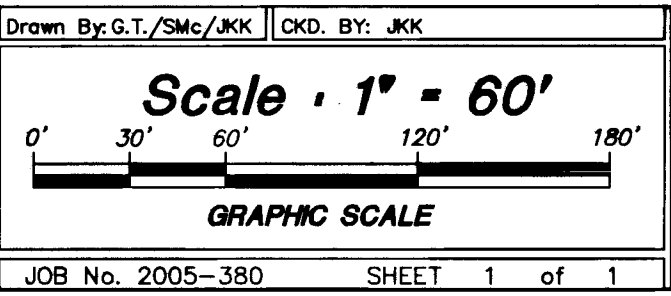
**OWNER/DEVELOPER:** COREY CRAIG  
**CELEBRATION HOMES**  
 7123 CROSSROADS BOULEVARD  
 BRENTWOOD, TENNESSEE 37207  
 PHONE: (615) 771-9949  
 FAX: (615) 771-9883  
 EMAIL: Corey@CelebrationHomes.com

**SURVEYOR:** JEFF K. KIMBER, PLS.  
 H & H LAND SURVEYING, INC.  
 612A FITZHUGH BLVD.  
 SMYRNA, TENNESSEE 37167  
 PHONE: (615) 831-0756  
 FAX: (615) 355-6928  
 EMAIL: handhand@bellsouth.net

**SITE DATA FOR PHASE THREE - SECTION TWO**

TOTAL AREA IN PHASE 3-SECTION 2	236,366 SQUARE FEET± OR 5.426 ACRES±
TOTAL NUMBER OF LOTS	18
TOTAL AREA IN RIGHT-OF-WAY	43,448 SQUARE FEET± OR 0.997 ACRES±
TOTAL LENGTH OF NEW ROADS	888 L.F.±
TOTAL AREA IN LOTS	171,125 SQUARE FEET± OR 3.929 ACRES±
TOTAL OPEN SPACE AREA PROVIDED	21,793 SQUARE FEET± OR 0.500 ACRES±

DATE	BY	REVISION
09/22/2016	JKK	Addressed Comments per Metro Planning, and others.



**CURVE TABLE**

NUMBER	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C4	258°45'03"	41.50'	187.42'	S 02°27'15" E	64.16'
C9	20°04'37"	323.00'	113.18'	S 82°24'56" E	112.60'
C10	90°00'00"	25.00'	39.27'	S 47°27'15" E	35.36'
C11	90°00'00"	25.00'	39.27'	N 42°32'45" E	35.36'
C12	39°22'31"	40.00'	27.49'	S 72°45'59" E	26.95'
C14	39°22'31"	40.00'	27.49'	S 67°51'30" W	26.95'
C15	90°00'00"	25.00'	39.27'	N 47°27'15" W	35.36'
C16	90°00'00"	25.00'	39.27'	S 42°32'45" W	35.36'
C17	20°04'37"	323.00'	97.06'	N 82°24'56" W	96.57'
C26	01°16'26"	323.00'	7.18'	S 73°00'51" E	7.18'
C27	09°36'27"	323.00'	54.16'	S 78°27'18" E	54.10'
C28	09°11'43"	323.00'	51.84'	S 87°51'23" E	51.78'
C29	49°10'46"	41.50'	35.62'	S 77°40'06" E	34.54'
C30	66°41'01"	41.50'	48.30'	N 44°24'00" E	45.62'
C31	66°41'01"	41.50'	48.30'	N 22°17'00" W	45.62'
C32	76°12'16"	41.50'	55.20'	S 66°16'22" W	51.22'
C33	13°11'19"	277.00'	63.76'	N 85°51'35" W	63.62'
C34	06°53'18"	277.00'	33.30'	N 75°49'17" W	33.28'

**LOT AREA TABLE**

LOT NO.	SQ.FT.±	ACREAGE±	LOT NO.	SQ.FT.±	ACREAGE±
30	10,491	0.241	61	8,048	0.185
31	9,955	0.229	62	7,962	0.183
32	18,621	0.427	63	8,120	0.186
33	14,338	0.329	93	7,605	0.175
34	12,385	0.284	94	7,655	0.176
35	8,551	0.196	95	7,823	0.180
36	8,920	0.205	96	7,926	0.182
59	7,564	0.174	97	7,715	0.177
60	9,270	0.213	98	8,668	0.199

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN INSTRUMENT NO. 20141208-0112470, COUNTY REGISTER'S OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, AND THAT THIS PLAT CONSTITUTES OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC ROADS, UTILITIES AND OTHER FACILITIES SHOWN HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE PLANNING COMMISSION OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

OWNER: COREY CRAIG DATE: 11-3-16  
 OWNER: RANDALL B. SMITH DATE: Nov 13, 2016

**SURVEYOR'S CERTIFICATE**

I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE HEREIN SHOWN SUBDIVISION PLAT REPRESENTS A CATEGORY 1 SURVEY, HAVING AN UNADJUSTED RATIO OF PRECISION OF 1:10,000, AND IS TRUE AND CORRECT. ALL LOT CORNERS ARE IRON PINS AND HAVE BEEN OR WILL BE PLACED AS INDICATED. ALL SIDE LOT LINES ARE AT RIGHT ANGLES OR RADIAL TO A STREET UNLESS OTHERWISE NOTED.

NAME: Jeffrey K. Kimber DATE: 9/22/2016  
 Jeffrey K. Kimber, PLS. #1756  
 H & H Land Surveying, Inc.

**COMMISSION'S APPROVAL**

APPROVED BY THE METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

NAME: Robert Lem DATE: 11-15-16

**RECORD**

Davidson County PLAT-LG  
 Recvd: 11/17/16 12:30 2 pgs  
 Fees: 20.00 Taxes: 0.00  
 20161117-0121371



**FINAL PLAT**  
**PHASE THREE**  
**SECTION TWO**  
**CARRINGTON PLACE**  
 A CLUSTER LOT SUBDIVISION  
 CARRINGTON PLACE @ EATONS CREEK ROAD  
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE

Survey by  
**H & H LAND SURVEYING, INC.**  
 612A FITZHUGH BOULEVARD  
 SMYRNA, TN 37167  
 (615) 831-0756

I, Robert Leeman, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signed and sworn to this 11 day of October, 2016.

Robert Leeman

Signature

State of TN

County of Davidson

Personally appeared to me, Kelly Adams, a notary public for this county and state, ROBERT LEEMAN, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Witness my hand and official seal office in Nashville, TN, this 11 day of October, 2016

Kelly Adams

Notary's signature

MY COMMISSION EXPIRES: September 7, 2020

Notary's seal (if on paper)





**PHASE THREE-SECTION ONE AREA: 228,113 SQUARE FEET OR 5.24 ACRES±**

**GENERAL NOTES:**

- 1) THE PURPOSE OF THIS PLAN IS TO CREATE AN 18 LOT SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD.
- 2) BEARINGS SHOWN HEREON ARE REFERENCED TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM.
- 3) THIS SURVEY EXCEEDS THE MINIMUM REQUIREMENTS OF A CATEGORY 1 SURVEY AS PER STANDARDS OF PRACTICES AS ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS IN THE STATE OF TENNESSEE.
- 4) SUBJECT PROPERTY IS SHOWN AS A PORTION OF PARCEL (78) ON DAVIDSON COUNTY TAX MAP NO. 58.
- 5) THE BASE ZONING DISTRICT IS RS15, AND THE PROPOSED SUBDIVISION WILL CLUSTER LOTS BY DROPPING DOWN TO THE RS7.5 ZONING DISTRICT.
- 6) THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERE TO BEING MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. TENNESSEE ONE CALL 1-800-351-1111 OR 1-615-366-1987.
- 7) MINIMUM BUILDING SETBACK LINES TO BE DETERMINED BY CURRENT METRO ZONING ORDINANCE.
- 8) CARRINGTON PLACE PHASE 3 OF THIS PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADED) AS SAID TRACT PLOTS BY SCALED APPROXIMATION ON "NATIONAL FLOOD INSURANCE PROGRAM" MAPS NUMBER 470370201F AND 470370203F, BOTH DATED EFFECTIVE APRIL 20, 2001.
- 9) THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A TITLE REPORT. THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE TITLE SEARCH.
- 10) A PUBLIC UTILITY EASEMENT OF TWENTY FEET (20') ADJACENT TO ALL STREET RIGHTS-OF-WAY SHALL HEREBY BE MADE A PART OF THIS RECORDING. ON CORNER LOTS WHERE FRONT YARD BUILDING SETBACKS ARE LESS THAN TWENTY FEET (20'), THE EASEMENT SHALL BE REDUCED ACCORDINGLY.
- 11) ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- 12) THE DEVELOPMENT OF THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE ADOPTED SERVICE ORDINANCE 2008-328 (METRO CODE CHAPTER 17.24, ARTICLE X, TREE PROTECTION AND REPLACEMENT PROCEDURES).
- 13) PHASE LINES ARE SUBJECT TO CHANGE.
- 14) INDIVIDUAL WATER AND/OR SANITARY SEWER SERVICE LINES ARE REQUIRED FOR EACH PARCEL.
- 15) ALL VEGETATION TO BE REMOVED AS NECESSARY IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE AT THE PROPOSED ACCESS ROAD ONTO EATONS CREEK ROAD.
- 16) ALL LOTS WITH FINISH FLOOR ELEVATIONS ABOVE 537.00 WILL REQUIRE WATER BOOSTER PUMPS MAINTAINED BY THE PROPERTY OWNER.
- 17) NO PART OF ANY BUILDING SHALL BE MORE THAN 500 FEET FROM A FIRE HYDRANT VIA AN APPROVED HARD SURFACE. FIRE HYDRANTS SHOULD FLOW AT LEAST 1,000 GPM @ 40 PSI, AND THERE ARE NO PROPOSED HOUSES EXCEEDING 3,600 sq.ft.
- 18) THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL, VOLUME 1 REGULATIONS.
- 19) METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
- 20) PROPERTY IS SUBJECT TO METRO STORMWATER APPEAL #2005-151 AND METRO STORMWATER MAINTENANCE AGREEMENT NO. 200605030051461.
- 21) ALL OPEN SPACE SHOWN ON PHASES THREE THROUGH FIVE SHALL BE A PUBLIC UTILITY AND DRAINAGE EASEMENT, UNLESS OTHERWISE NOTED.
- 22) SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL. (MINIMUM DRIVEWAY CULVERT IN METRO R-O-W IS 15" CMP).
- 23) METRO COUNCIL DISTRICT 1: COUNCILMEMBER MR. LONELL MATTHEWS, JR.
- 24) THIS DEVELOPMENT IS SUBJECT TO THE APPROVED GRADING PLAN NO. SWGR 2008-12 PREPARED BY BATSON & ASSOCIATES.
- 25) THE HOME OWNER'S ASSOCIATION (HOA) DOCUMENTS INCLUDING THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THIS DEVELOPMENT ARE RECORDED IN INSTRUMENT NO. 20080215-0015264, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

OWNER/DEVELOPER: COREY CRAIG  
 CELEBRATION HOMES  
 7123 CROSSROADS BOULEVARD  
 BRENTWOOD, TENNESSEE 37207  
 PHONE: (615) 771-9949  
 FAX: (615) 771-9883

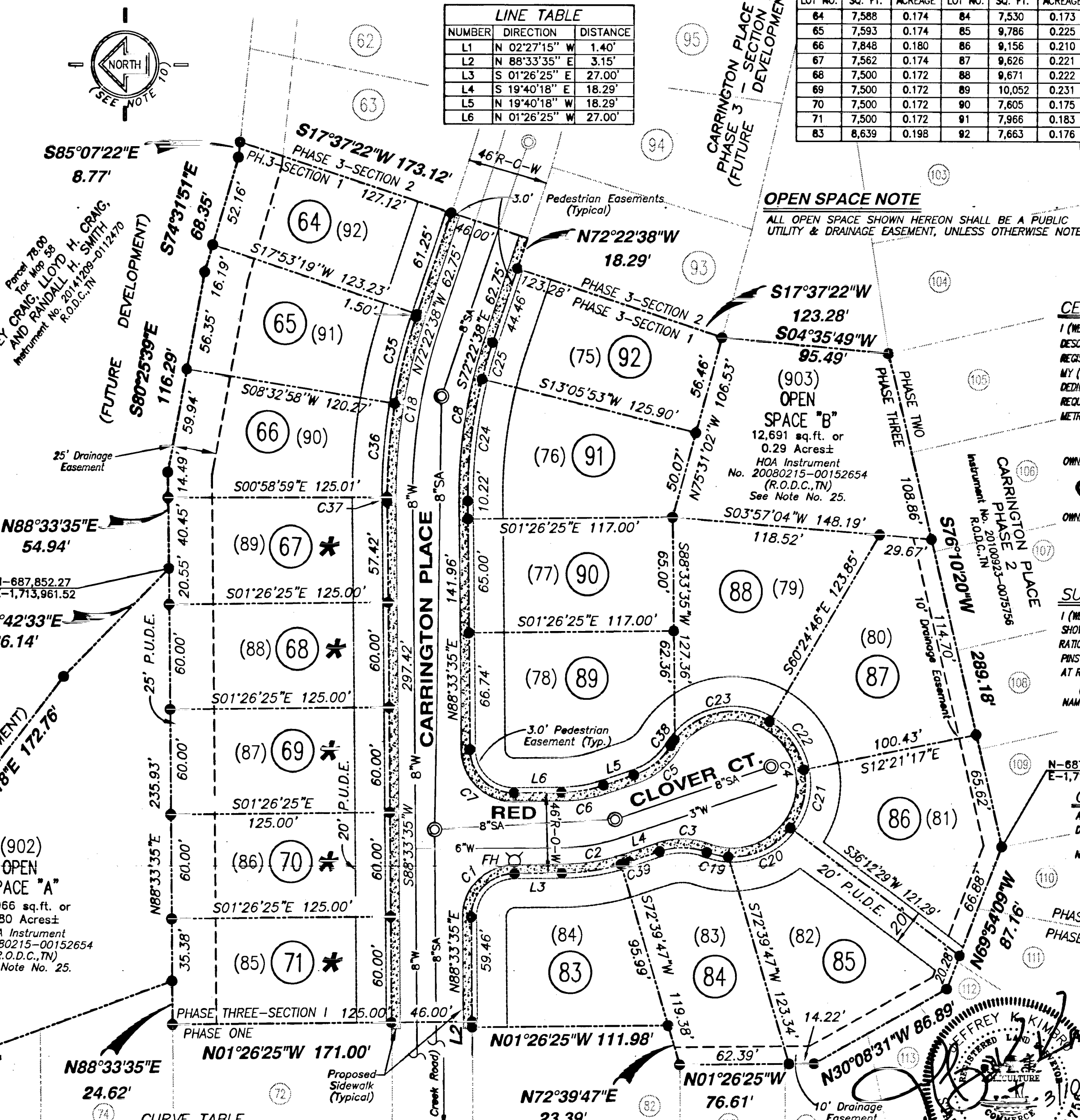
SURVEYOR: JEFF K. KIMBRO, PLS  
 H & H LAND SURVEYING, INC.  
 8124 FITZHUGH BLVD.  
 SMYRNA, TENNESSEE 37167  
 PHONE: (615) 831-0756  
 FAX: (615) 355-6928

PHASE ONE  
 PHASE TWO  
 PHASE THREE

CARRINGTON PLACE  
 PHASE 1  
 Instrument No. 200703200033562  
 R.O.D.C., TN

**\* DENOTES CRITICAL LOT**

FOR LOTS DESIGNATED CRITICAL, PRIOR TO ISSUANCE OF A BUILDING PERMIT, A GRADING PLAN COMPLETE WITH THE FOLLOWING INFORMATION AT A SCALE OF 1"=20' SHALL BE SUBMITTED TO THE PLANNING COMMISSION STAFF FOR APPROVAL: BUILDING LOCATIONS & FINISH FLOOR ELEVATIONS; LOCATION OF ALL PROPOSED SITE IMPROVEMENTS; TOP AND BOTTOM ELEVATIONS OF RETAINING WALLS; EXISTING & PROPOSED CONTOURS AT MAXIMUM OF TWO FEET; SPECIFIED AND ILLUSTRATED METHODS OF STABILIZING GRADED SLOPES STEEPER THAN 33 PERCENT; LIMITS OF GRADING; AND EXISTING TREES TO BE PRESERVED WITHIN THE LIMITS OF GRADING & METHOD OF PROTECTION DURING CONSTRUCTION. APPROVAL WILL BE BASED UPON CARE TAKEN TO MINIMIZE BOTH THE LOT AREA SUBJECT TO GRADING AND THE AMOUNT OF CUT/FILL REQUIRED TO PREPARE THE LOT AS A BUILDING SITE. GRADING PLANS FOR ANY CRITICAL LOT MUST DEMONSTRATE THAT ANY GRADING OR FILL WILL NOT NEGATIVELY IMPACT THE ADJACENT PROPERTIES.

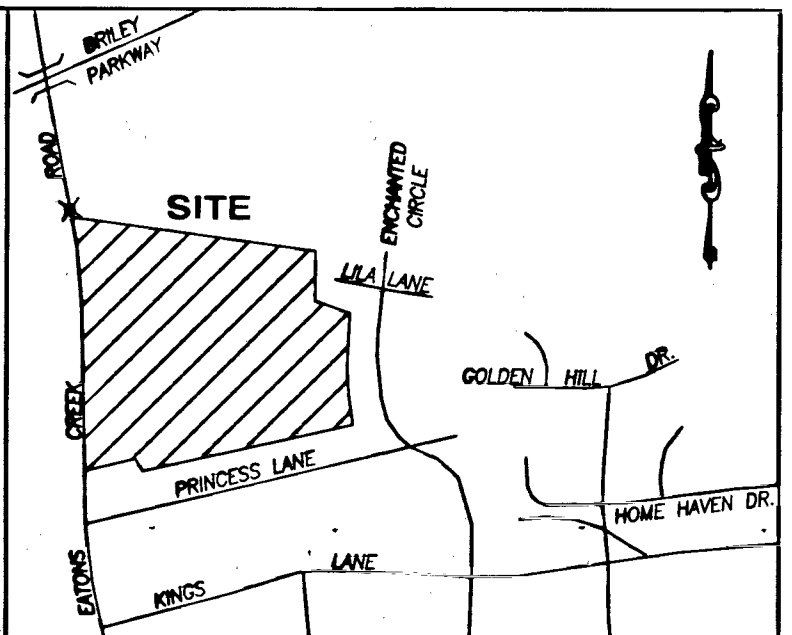


**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	N 02°27'15" W	1.40'
L2	N 88°33'35" E	3.15'
L3	S 01°26'25" E	27.00'
L4	S 19°40'18" E	18.29'
L5	N 19°40'18" W	18.29'
L6	N 01°26'25" W	27.00'

**LOT AREA TABLE**

LOT NO.	SQ. FT.	ACREAGE	LOT NO.	SQ. FT.	ACREAGE
64	7,588	0.174	84	7,530	0.173
65	7,593	0.174	85	9,786	0.225
66	7,848	0.180	86	9,156	0.210
67	7,562	0.174	87	9,626	0.221
68	7,500	0.172	88	9,671	0.222
69	7,500	0.172	89	10,052	0.231
70	7,500	0.172	90	7,605	0.175
71	7,500	0.172	91	7,966	0.183
83	8,639	0.198	92	7,663	0.176



**OPEN SPACE NOTE**  
 ALL OPEN SPACE SHOWN HEREON SHALL BE A PUBLIC UTILITY & DRAINAGE EASEMENT, UNLESS OTHERWISE NOTED.

**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED BY INSTRUMENT NO. 20141209-0112470, COUNTY REGISTER'S OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, AND THAT THIS PLAN CONSTITUTES OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC ROADS, UTILITIES AND OTHER FACILITIES SHOWN HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE PLANNING COMMISSION OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

OWNER: COREY CRAIG DATE: 3/10/15  
 OWNER: RANDALL B. SMITH DATE: March 10, 15

**SURVEYOR'S CERTIFICATE:**

I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE HEREON SHOWN SUBDIVISION PLAN REPRESENTS A CATEGORY 1 SURVEY, HAVING AN UNADJUSTED RATIO OF PRECISION OF 1:10,000, AND IS TRUE AND CORRECT. ALL LOT CORNERS ARE IRON PINS AND HAVE BEEN OR WILL BE PLACED AS INDICATED. ALL SIDE LOT LINES ARE AT RIGHT ANGLES OR RADIAL TO A STREET UNLESS OTHERWISE NOTED.

NAME: JEFF K. KIMBRO DATE: 3/10/2015  
 Jeffrey K. Kimbro, PLS #1756  
 H & H Land Surveying, Inc.

**COMMISSION'S APPROVAL:**

APPROVED BY THE METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

NAME: [Signature] DATE: 3/11/2015

**RECORD:**

Davidson County	PLAT-LG
Recvd: 03/12/15 14:28	2 pgs
Fees: 20.00 Taxes: 0.00	
20150312-0021420	

**CURVE TABLE**

NUMBER	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD DIST.
C1	90°00'00"	25.00'	25.00'	39.27'	S 46°26'25" E	35.36'
C2	181°3'53"	123.00'	19.74'	39.14'	S 10°33'21" E	38.97'
C3	39°22'31"	40.00'	14.31'	27.49'	S 00°00'58" W	26.95'
C4	258°45'03"	41.50'	50.57'	187.42'	S 70°19'42" W	64.16'
C5	39°22'31"	40.00'	14.31'	27.49'	N 39°21'33" W	26.95'
C6	181°3'53"	77.00'	12.36'	24.50'	N 10°33'21" W	24.40'
C7	90°00'00"	25.00'	25.00'	39.27'	N 43°33'35" E	35.36'
C8	19°03'47"	277.00'	46.51'	92.16'	N 81°54'31" W	91.74'
C18	19°03'47"	323.00'	54.23'	107.47'	S 81°54'31" E	106.97'
C19	171°81'7"	41.50'	6.32'	12.53'	S 11°03'05" W	12.49'
C20	56°11'27"	41.50'	22.15'	40.70'	S 25°41'47" E	39.09'
C21	48°33'47"	41.50'	18.72'	35.17'	S 78°04'24" E	34.13'
C22	48°33'29"	41.50'	18.50'	34.81'	N 53°36'58" E	33.80'
C23	83°10'52"	41.50'	36.83'	60.25'	N 12°00'12" W	55.10'
C24	14°32'17"	277.00'	35.33'	70.29'	S 84°10'16" E	70.10'
C25	04°31'29"	277.00'	10.94'	21.88'	S 74°38'23" E	21.87'
C35	09°41'24"	323.00'	25.63'	51.15'	N 76°54'50" W	51.10'
C36	09°31'57"	323.00'	26.93'	53.74'	N 86°13'00" W	53.68'
C37	00°27'26"	323.00'	1.29'	2.58'	S 86°47'18" W	2.58'
C38	05°27'11"	41.50'	1.98'	3.95'	N 56°19'13" W	3.95'
C39	02°20'05"	123.00'	2.51'	5.01'	S 18°30'15" E	5.01'

**SITE DATA FOR PHASE THREE - SECTION ONE**

TOTAL AREA IN PHASE 3-SECTION 1 228,113 SQUARE FEET OR 5.24 ACRES±

TOTAL NUMBER OF LOTS 18

TOTAL AREA IN RIGHT-OF-WAY 32,171 SQUARE FEET OR 0.74 ACRES±

TOTAL LENGTH OF NEW ROADS 637'±

TOTAL AREA IN LOTS 148,285 SQUARE FEET OR 3.40 ACRES±

TOTAL OPEN SPACE AREA PROVIDED 47,657 SQUARE FEET OR 1.09 ACRES±

DATE: October 30, 2014

DATE	BY	REVISION
12/15/2014	JJK	Addressed Comments/Revisions
1/2/2015	JJK	Addressed Comments/Revisions
1/6/2015	JJK	Addressed Comments/Revisions
1/15/2015	JJK	Addressed Comments/Revisions
1/29/2015	JJK	Add'l Revisions (per Metro Agencies)
3/4/2015	JJK	Revised Ownership per New Deed in Inst. No. 2014-1209-0112470 (R.O.D.C., TN) per Owner's Instructions
3/10/2015	JJK	Add'l Metro Planning Dept. Revisions

Drawn By: G.T./SMC/JJK CKD. BY: JJK

Scale: 1" = 50'

GRAPHIC SCALE

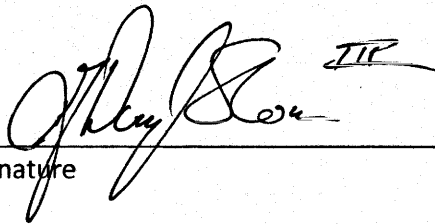
JOB No. 2005-380 SHEET 1 OF 1

FINAL SUBDIVISION PLAT  
**PHASE THREE**  
**SECTION ONE**  
**CARRINGTON PLACE**  
 A CLUSTER LOT SUBDIVISION  
 EATONS CREEK ROAD AT PRINCESS LANE  
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE

Surveyed by  
**H & H LAND SURVEYING, INC.**  
 6124 FITZHUGH BOULEVARD  
 SMYRNA, TN 37167  
 (615) 831-0756

FILE: DRAWINGS\2005-380\Phase3-Section1-Plat.dwg

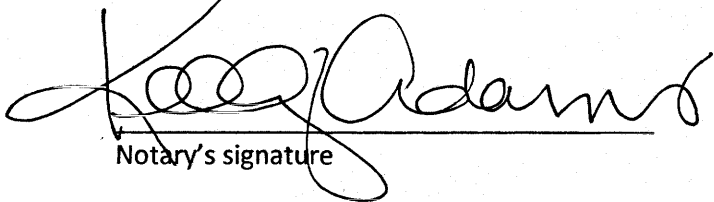
I, Doug Sloan, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

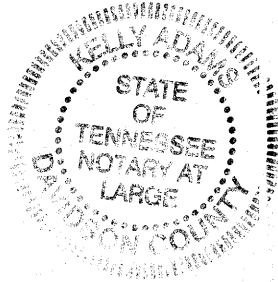
  
Signature

State of TN

County of Davidson

Personally appeared to me, Kelly Adams, a notary public for this county and state, Doug Sloan, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

  
Notary's signature



MY COMMISSION EXPIRES: 8-23-16

Notary's seal (if on paper)



**GENERAL NOTES:**

- THE PURPOSE OF THIS PLAT IS TO CREATE 12 LOTS, AND DEDICATE OPEN SPACE.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83).
- THIS SURVEY EXCEEDS THE MINIMUM REQUIREMENTS OF A CATEGORY 1 SURVEY AS PER STANDARDS OF PRACTICES AS ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS IN THE STATE OF TENNESSEE.
- SUBJECT PROPERTY IS SHOWN AS A PORTION OF PARCEL (78) ON DAVIDSON COUNTY TAX MAP NO. 58.
- THE BASE ZONING DISTRICT IS RS15, AND THE PROPOSED SUBDIVISION WILL CLUSTER LOTS BY DROPPING DOWN TO THE RS7.5 ZONING DISTRICT.
- THIS SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES. ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO BEING MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. TENNESSEE ONE CALL 1-800-351-1111 OR 1-615-306-1987.
- MINIMUM BUILDING SETBACK LINES TO BE DETERMINED BY CURRENT METRO ZONING ORDINANCE.
- CARRINGTON PLACE - PHASE FOUR LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADED) BASED ON SCALED APPROXIMATION ON "TERRITORIAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NO. 47037C226H, (COMMUNITY-PANEL 470040-0226 H) PER THE MAPS FOR THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE; MAPS DATED: MAP REVISED APRIL 5, 2017.
- THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A TITLE REPORT, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE TITLE SEARCH.
- A PUBLIC UTILITY & DRAINAGE EASEMENT OF TWENTY FEET (20') ADJACENT TO ALL STREET RIGHTS-OF-WAY SHALL HEREBY BE MADE A PART OF THIS RECORDING, ON CORNER LOTS WHERE FRONT YARD BUILDING SETBACKS ARE LESS THAN TWENTY FEET (20'), THE EASEMENT SHALL BE REDUCED ACCORDINGLY.
- ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- THE DEVELOPMENT OF THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE ADOPTED TREE ORDINANCE 2008-328 (METRO CODE CHAPTER 17.24, ARTICLE II, TREE PROTECTION AND REPLACEMENT; AND CHAPTER 17.40, ARTICLE X, TREE PROTECTION AND REPLACEMENT PROCEDURES).
- PHASE LINES ARE SUBJECT TO CHANGE.
- INDIVIDUAL WATER AND/OR SANITARY SEWER SERVICE LINES ARE REQUIRED FOR EACH PARCEL.
- PARCEL NUMBERS SHOWN THUS (906) REFER TO DAVIDSON COUNTY TAX MAP 58-10-0-C.
- ALL LOTS WITH FINISH FLOOR ELEVATIONS ABOVE 537.00 WILL REQUIRE WATER BOOSTER PUMPS MAINTAINED BY THE PROPERTY OWNER.
- NO PART OF ANY BUILDING SHALL BE MORE THAN 500 FEET FROM A FIRE HYDRANT VIA AN APPROVED HARD SURFACE. FIRE HYDRANTS SHOULD FLOW AT LEAST 1,000 GPM @ 40 PSI, AND THERE ARE NO PROPOSED HOUSES EXCEEDING 3,600 sq.ft.
- THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL, VOLUME 1 REGULATIONS.
- METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
- PROPERTY IS SUBJECT TO METRO STORMWATER APPEAL (2005-151 AND METRO STORMWATER MAINTENANCE AGREEMENT, AS OF RECORD IN INSTRUMENT NO. 20080503-0051481-(R.O.D.C.,TN).
- ALL OPEN SPACE SHOWN ON PHASES THREE THROUGH FIVE SHALL BE A PUBLIC UTILITY AND DRAINAGE EASEMENT, UNLESS OTHERWISE NOTED.
- SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL. (MINIMUM DRIVEWAY CULVERT IN METRO R-0-W IS 15" CMP).
- METRO COUNCIL DISTRICT 1: COUNCIL MEMBER NICK LEONARDO.
- THIS DEVELOPMENT IS SUBJECT TO THE APPROVED GRADING PLAN NO. SWGR 2006-12 PREPARED BY BATSON & ASSOCIATES.
- THE HOMEOWNER'S ASSOCIATION (HOA) DOCUMENTS INCLUDING THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THIS DEVELOPMENT ARE RECORDED IN INSTRUMENT NO. 20080215-0015254, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
- ALL LOT CORNERS TO BE MARKED WITH IRON RODS (IRS) UNLESS OTHERWISE NOTED.
- NO BUILDING PERMIT MAY BE ISSUED ON ANY LOT UNTIL STREET NAME SIGNS ARE INSTALLED AND VERIFIED BY THE METROPOLITAN DEPARTMENT OF PUBLIC WORKS ON ALL STREETS ON WHICH THE LOT DEPENDS FOR ACCESS.

**\* DENOTES CRITICAL LOT**

FOR LOTS DESIGNATED CRITICAL, PRIOR TO ISSUANCE OF A BUILDING PERMIT, A GRADING PLAN COMPLETE WITH THE FOLLOWING INFORMATION AT A SCALE OF 1"=20' SHALL BE SUBMITTED TO THE PLANNING COMMISSION STAFF FOR APPROVAL: BUILDING LOCATIONS & FINISH FLOOR ELEVATIONS; LOCATION OF ALL PROPOSED SITE IMPROVEMENTS; TOP AND BOTTOM ELEVATIONS OF RETAINING WALLS; EXISTING & PROPOSED CONTOURS AT MAXIMUM OF TWO FEET; SLOPED AND ILLUSTRATED METHODS OF STABILIZING GRADED SLOPES STEEPER THAN 33 PERCENT; LIMITS OF GRADING; AND EXISTING TREES TO BE PRESERVED WITHIN THE LIMITS OF GRADING & METHOD OF PROTECTION DURING CONSTRUCTION. APPROVAL WILL BE BASED UPON CARE TAKEN TO MINIMIZE BOTH THE LOT AREA SUBJECT TO GRADING AND THE AMOUNT OF CUT/FILL REQUIRED TO PREPARE THE LOT AS A BUILDING SITE. GRADING PLANS FOR ANY CRITICAL LOT MUST DEMONSTRATE THAT ANY GRADING OR FILL WILL NOT NEGATIVELY IMPACT THE ADJACENT PROPERTIES.

**SITE DATA FOR PHASE FOUR:**

TOTAL AREA IN PHASE FOUR	501,954 Square Feet± or 11.52 Acres±
TOTAL NUMBER OF LOTS	12
TOTAL AREA IN RIGHT-OF-WAY	26,595 Square Feet± or 0.61 Acres±
TOTAL LENGTH OF NEW ROADS	531'±
TOTAL AREA IN LOTS	135,774 Square Feet± or 3.11 Acres±
TOTAL OPEN SPACE AREA	339,585 Square Feet± or 7.80 Acres±

LOT AREA TABLE					
LOT NO.	SQ.FT.±	ACREAGE±	LOT NO.	SQ.FT.±	ACREAGE±
37	10,087	0.232	43	11,611	0.266
38	14,109	0.324	54	11,175	0.256
39	13,171	0.302	55	10,547	0.242
40	11,514	0.264	56	10,000	0.229
41	13,190	0.303	57	10,250	0.235
42	12,607	0.289	58	7,513	0.172

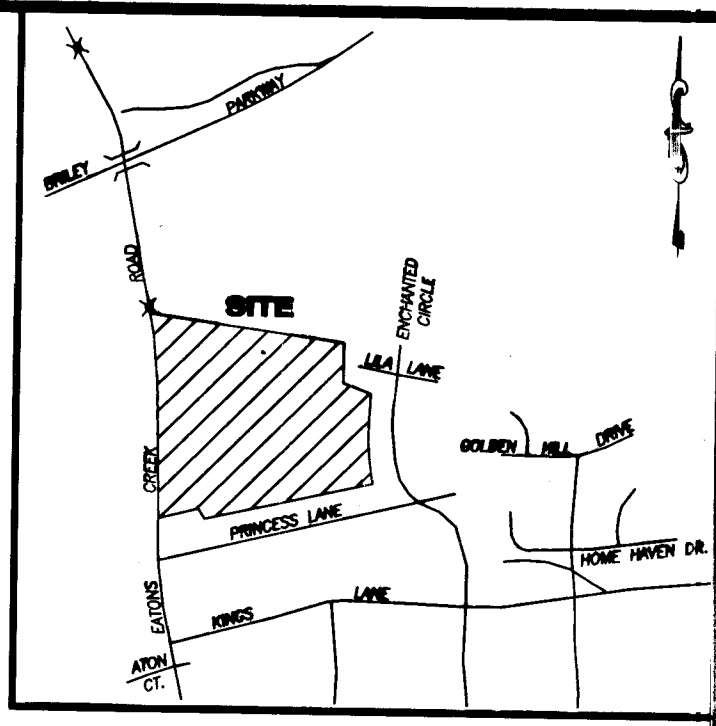
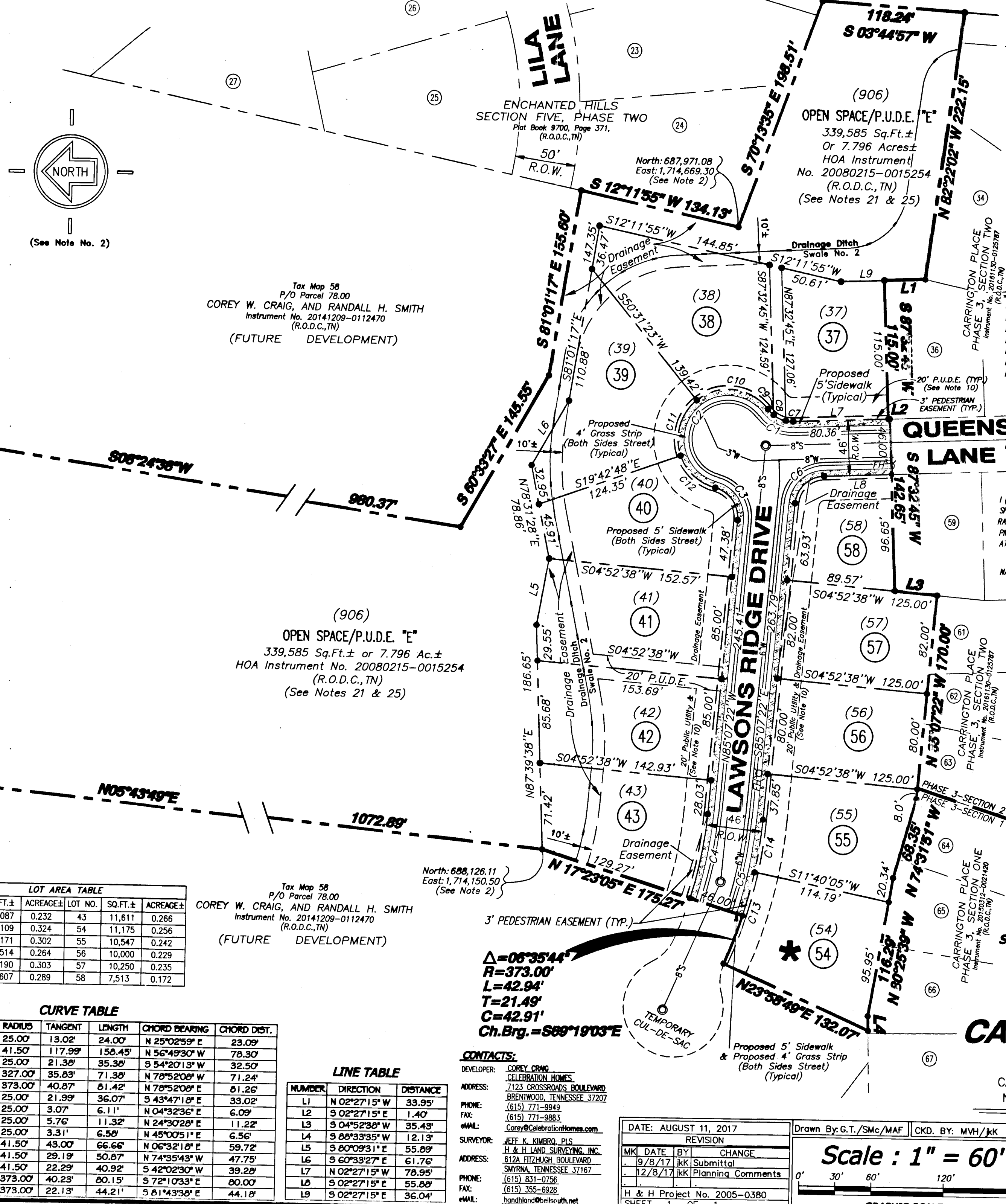
**CURVE TABLE**

NUMBER	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD DIST.
C1	55°00'27"	25.00'	13.02'	24.00'	N 25°02'59" E	23.09'
C2	218°45'25"	41.50'	117.99'	158.45'	N 56°49'30" W	78.30'
C3	81°04'51"	25.00'	21.38'	35.36'	S 54°20'13" W	32.50'
C4	12°30'27"	327.00'	35.83'	71.39'	N 78°52'08" W	71.24'
C5	12°30'27"	373.00'	40.87'	81.42'	N 78°52'08" W	81.26'
C6	82°40'07"	25.00'	21.99'	36.07'	S 43°47'18" E	33.02'
C7	13°59'42"	25.00'	3.07'	6.11'	N 04°32'36" E	6.09'
C8	25°56'02"	25.00'	5.76'	11.32'	N 24°30'28" E	11.22'
C9	15°04'43"	25.00'	3.31'	6.59'	N 45°00'51" E	6.56'
C10	92°01'49"	41.50'	43.00'	66.66'	N 06°32'18" E	59.72'
C11	70°14'11"	41.50'	29.19'	50.87'	N 74°35'43" W	47.75'
C12	56°29'24"	41.50'	22.29'	40.92'	S 42°02'30" W	39.28'
C13	12°18'44"	373.00'	40.23'	80.15'	S 72°10'33" E	80.00'
C14	06°47'27"	373.00'	22.13'	44.21'	S 61°43'38" E	44.18'

**LINE TABLE**

NUMBER	DIRECTION	DISTANCE
L1	N 02°27'15" W	33.95'
L2	S 02°27'15" E	1.40'
L3	S 04°52'38" W	35.43'
L4	S 88°33'35" W	12.13'
L5	S 80°09'31" E	55.89'
L6	S 60°33'27" E	61.76'
L7	N 02°27'15" W	78.95'
L8	S 02°27'15" E	55.89'
L9	S 02°27'15" E	36.04'

**PHASE FOUR AREA = 501,955 SQUARE FEET± or 11.52 ACRES±**



**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

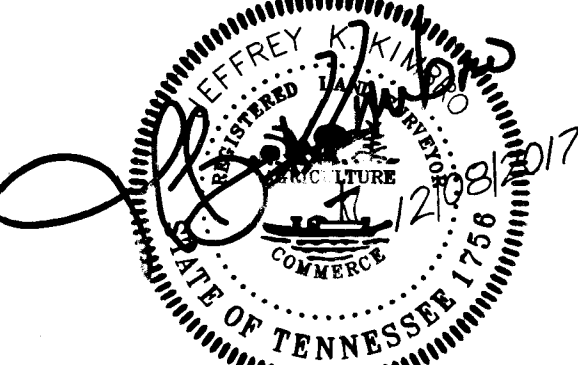
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN INSTRUMENT NO. 20141209-0112470, COUNTY REGISTER'S OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, AND THAT THIS PLAT CONSTITUTES OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC ROADS, UTILITIES AND OTHER FACILITIES SHOWN HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE PLANNING COMMISSION OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

OWNER: COREY W. CRAIG DATE: 12-18-17  
 OWNER: RANDALL H. SMITH DATE: Dec 18, 17

**SURVEYOR'S CERTIFICATE:**

I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE HEREON SHOWN SUBDIVISION PLAT REPRESENTS A CATEGORY 1 SURVEY, HAVING AN UNADJUSTED RATIO OF PRECISION OF 1:10,000, AND IS TRUE AND CORRECT. ALL LOT CORNERS ARE IRON PINS AND HAVE BEEN OR WILL BE PLACED AS INDICATED. ALL SIDE LOT LINES ARE AT RIGHT ANGLES OR RADIAL TO A STREET UNLESS OTHERWISE NOTED.

NAME: Jeffrey K. Kimbro DATE: 12/08/17  
 H & H Land Surveying, Inc.



**COMMISSION'S APPROVAL:**

APPROVED BY THE METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

NAME: Robert Lan DATE: 12-20-17

**RECORD:**

Bill Garrett Davidson County
Batch# 39890 PLAT-PLAN
12/20/2017 11:25:30 AM 2 pgs
Fees: \$20.00 Taxes: \$0.00
20171220-0129584

**SUBDIVISION/CASE NUMBER: 2017S-235-001**

**FINAL PLAT**

**PHASE FOUR CARRINGTON PLACE**

A CLUSTER LOT SUBDIVISION  
 CARRINGTON PLACE @ EATONS CREEK ROAD  
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE

Professional Land Surveying Services by:  
**H & H LAND SURVEYING, INC.**  
 612A FITZHUGH BOULEVARD  
 SMYRNA, TENNESSEE 37167  
 (615) 831-0756

**CONTACTS:**

DEVELOPER: COREY CRAIG, CELEBRATION HOMES, 7123 CROSSROADS BOULEVARD, BRENTWOOD, TENNESSEE 37207  
 ADDRESS: (615) 771-9849, (615) 771-9883, Corey@CelebrationHomes.com  
 SURVEYOR: JEFF K. KIMBRO, PLS, H & H LAND SURVEYING, INC., 612A FITZHUGH BOULEVARD, SMYRNA, TENNESSEE 37167  
 ADDRESS: (615) 831-0756, (615) 355-6928, handhland@hhsurveying.net

DATE: AUGUST 11, 2017

Drawn By: G.T./SMC/MAF CKD BY: MVH/JKK

**Scale: 1" = 60'**

0' 30' 60' 120' 180'

GRAPHIC SCALE

MK	DATE	BY	CHANGE
	9/8/17	JKK	Submittal
	12/8/17	JKK	Planning Comments

H & H Project No. 2005-0380  
 SHEET 1 OF 1

I, Robert Leeman, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signed and sworn to this 13<sup>th</sup> day of November, 2017.

Robert Leeman

Signature

State of TN

County of DAVIDSON

Personally appeared to me, KELLY ADAMS, a notary public for this county and state, ROBERT LEEMAN, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

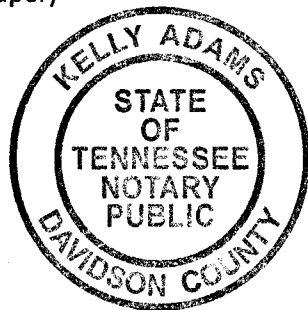
Witness my hand and official seal office in Nashville, TN, this 13<sup>th</sup> day of NOVEMBER, 2017

Kelly Adams

Notary's signature

MY COMMISSION EXPIRES: SEPTEMBER 7, 2020

Notary's seal (if on paper)





CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD
C1	19°05'37"	373.00	124.30	62.73	S83°04'06"E	123.73
C2	39°22'31"	40.00	27.49	14.31	N73°12'33"W	26.95
C3	258°45'03"	41.50	187.42	50.57	S36°28'42"W	64.16
C4	73°41'17"	41.50	53.37	31.10	S86°03'11"E	49.77
C5	59°59'16"	41.50	43.45	23.95	S10°47'05"W	41.49
C6	53°02'58"	41.50	38.42	20.71	S67°18'12"W	37.07
C7	16°37'33"	41.50	12.04	6.06	N77°51'32"W	12.00
C8	55°24'00"	41.50	40.13	21.79	N41°50'46"W	38.58
C9	39°22'31"	40.00	27.49	14.31	S33°50'02"E	26.95
C10	19°05'37"	327.00	108.97	55.00	S63°04'06"E	108.47
C11	6°35'44"	373.00	42.94	21.49	S69°19'03"E	42.91
C12	12°29'53"	373.00	81.36	40.84	S59°46'14"E	81.20

LOT AREA TABLE		
LOT NO.	SQ.FT.±	ACREAGE±
44	11,346	0.260
45	11,026	0.253
46	11,050	0.254
47	12,311	0.283
48	18,617	0.427
49	15,993	0.367
50	14,518	0.333
51	11,952	0.274
52	11,576	0.266
53	13,864	0.318

**GENERAL NOTES:**

- THE PURPOSE OF THIS PLAT IS TO CREATE 10 LOTS, AND DEDICATE OPEN SPACE.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM.
- THIS SURVEY EXCEEDS THE MINIMUM REQUIREMENTS OF A CATEGORY 1 SURVEY AS PER STANDARDS OF PRACTICES AS ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS IN THE STATE OF TENNESSEE.
- THE BASE ZONING DISTRICT IS RS15, AND THE PROPOSED SUBDIVISION WILL CLUSTER LOTS BY DROPPING DOWN TO THE RS7.5 ZONING DISTRICT.
- THE SURVEYOR HAS NOT PHYSICALLY LOCATED ALL UNDERGROUND UTILITIES, ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS, AND/OR MAPS PREPARED BY OTHERS. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION AS INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO BEING MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. TENNESSEE ONE CALL 1-800-351-1111 OR 1-615-366-1987.
- MINIMUM BUILDING SETBACK LINES TO BE DETERMINED BY METRO ZONING CODE.
- CARRINGTON PLACE PHASE FIVE OF THIS PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE "X" (UNSHADED) AS SAID TRACT PLOTS BY SCALED APPROXIMATION ON "NATIONAL FLOOD INSURANCE PROGRAM" MAP NUMBER 47037C0226H; DATED REVISED APRIL 5, 2017.
- THIS SURVEYOR HAS NOT BEEN FURNISHED WITH A TITLE REPORT, THEREFORE, THIS SURVEY IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE TITLE SEARCH.
- A PUBLIC UTILITY & DRAINAGE EASEMENT (P.U.D.E.) OF TWENTY FEET (20') ADJACENT TO ALL STREET RIGHTS-OF-WAY SHALL HEREBY BE MADE A PART OF THIS RECORDING, ON CORNER LOTS WHERE FRONT YARD BUILDING SETBACKS ARE LESS THAN TWENTY FEET (20'), THE EASEMENT SHALL BE REDUCED ACCORDINGLY.
- ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- THE DEVELOPMENT OF THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE ADOPTED TREE ORDINANCE 2008-328 (METRO CODE CHAPTER 17.24, ARTICLE II, TREE PROTECTION AND REPLACEMENT; AND CHAPTER 17.40, ARTICLE X, TREE PROTECTION AND REPLACEMENT PROCEDURES).
- PHASE LINES ARE SUBJECT TO CHANGE.
- INDIVIDUAL WATER AND/OR SANITARY SEWER SERVICE LINES ARE REQUIRED FOR EACH PARCEL.
- PARCEL NUMBERS SHOWN THUS (00) REFER TO DAVIDSON COUNTY TAX MAP 058-10-0-C.
- ALL LOTS WITH FINISH FLOOR ELEVATIONS ABOVE 537.00 WILL REQUIRE WATER BOOSTER PUMPS MAINTAINED BY THE PROPERTY OWNER.
- NO PART OF ANY BUILDING SHALL BE MORE THAN 500 FEET FROM A FIRE HYDRANT VIA AN APPROVED HARD SURFACE. FIRE HYDRANTS SHOULD FLOW AT LEAST 1,000 GPM @ 40 PSI, AND THERE ARE NO PROPOSED HOUSES EXCEEDING 3,600 sq.ft.±
- THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL, VOLUME 1 REGULATIONS.
- METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
- PROPERTY IS SUBJECT TO METRO STORMWATER APPEAL #2005-151 AND METRO STORMWATER MAINTENANCE AGREEMENT, AS OF RECORD IN INSTRUMENT NO. 200605030051461-(R.O.D.C.,TN).
- ALL OPEN SPACE SHOWN ON PHASES THREE THROUGH FIVE SHALL BE A PUBLIC UTILITY AND DRAINAGE EASEMENT, UNLESS OTHERWISE NOTED.
- SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL. (MINIMUM DRIVEWAY CULVERT IN METRO R-0-W IS 15" CMP).
- METRO COUNCIL DISTRICT 1: JONATHAN HALL
- THIS DEVELOPMENT IS SUBJECT TO THE APPROVED GRADING PLAN No. SWGR 2006-12 PREPARED BY BATSON & ASSOCIATES.
- THE HOME OWNER'S ASSOCIATION (HOA) DOCUMENTS INCLUDING THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THIS DEVELOPMENT ARE RECORDED IN INSTRUMENT NO. 20080215-0015254, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE
- ALL LOT CORNERS TO BE MARKED WITH IRON RODS (IRS) UNLESS OTHERWISE NOTED.
- NO BUILDING PERMIT MAY BE ISSUED ON ANY LOT UNTIL STREET NAME SIGNS ARE INSTALLED AND VERIFIED BY THE METROPOLITAN DEPARTMENT OF PUBLIC WORKS ON ALL STREETS ON WHICH THE LOT DEPENDS FOR ACCESS.
- THE FINAL SITE PLAN/BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.

**\* DENOTES CRITICAL LOT**

FOR LOTS DESIGNATED CRITICAL, PRIOR TO ISSUANCE OF A BUILDING PERMIT, A GRADING PLAN COMPLETE WITH THE FOLLOWING INFORMATION AT A SCALE OF 1"=20' SHALL BE SUBMITTED TO THE PLANNING COMMISSION STAFF FOR APPROVAL, BUILDING LOCATIONS & FINISH FLOOR ELEVATIONS; LOCATION OF ALL PROPOSED SITE IMPROVEMENTS; TOP AND BOTTOM ELEVATIONS OF RETAINING WALLS; EXISTING & PROPOSED CONTOURS AT MAXIMUM OF TWO FEET; SPECIFIED AND ILLUSTRATED METHODS OF STABILIZING GRADED SLOPES STEEPER THAN 3:1 PERCENT; LIMITS OF GRADING; AND EXISTING TREES TO BE PRESERVED WITHIN THE LIMITS OF GRADING & METHOD OF PROTECTION DURING CONSTRUCTION. APPROVAL WILL BE BASED UPON CARE TAKEN TO MINIMIZE BOTH THE LOT AREA SUBJECT TO GRADING AND THE AMOUNT OF CUT/FILL REQUIRED TO PREPARE THE LOT AS A BUILDING SITE. GRADING PLANS FOR ANY CRITICAL LOT MUST DEMONSTRATE THAT ANY GRADING OR FILL WILL NOT NEGATIVELY IMPACT THE ADJACENT PROPERTIES.

DATE	BY	CHANGES
12/18/2017	JKK	Addressed Planning Comments
04/10/2018	JKK	Addressed Planning Comments
04/30/2018	BPM	Addressed Planning Comments
07/10/2018	BPM	Addressed Planning Comments
07/17/2018	BPM	Addressed Planning Comments

Drawn By: G.T./SMc/JKK CKD. BY: JKK

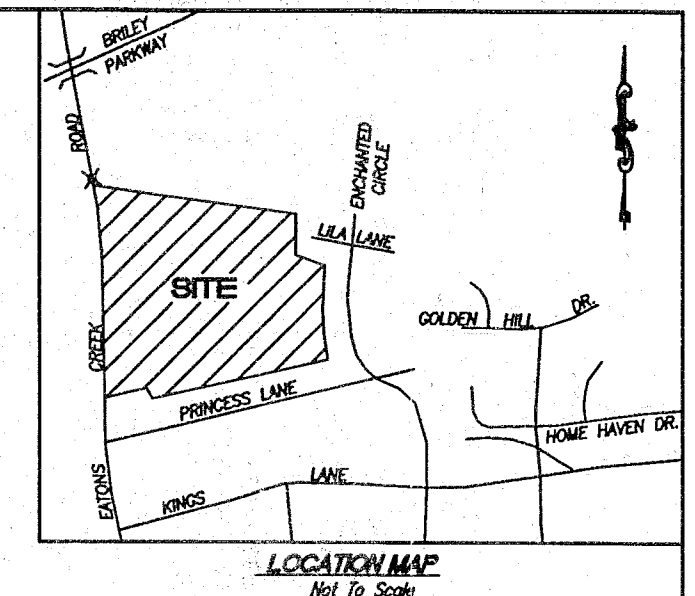
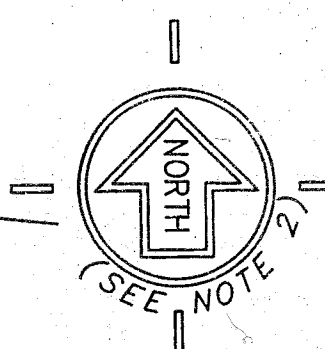
Scale: 1" = 60'

GRAPHIC SCALE

JOB No. 2005-380 SHEET 1 of 1

Parcel 238.00  
Tax Map 58  
ROGER C. BROWN  
Instrument No. 20020304-0026933  
(R.O.D.C.,TN)

Parcel 216.00  
Tax Map 58  
ROGER C. BROWN  
Deed Book 9969, Page 639  
(R.O.D.C.,TN)



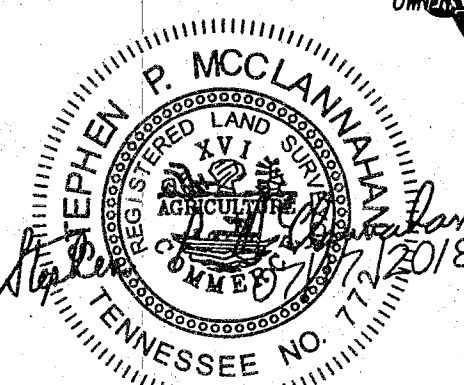
**SITE DATA FOR PHASE FIVE**

TOTAL AREA	570,357 SQUARE FEET± or 13.09 ACRES±
TOTAL NUMBER OF LOTS	10
TOTAL AREA IN RIGHT-OF-WAY	20,116 SQUARE FEET± or 0.46 ACRES±
TOTAL LENGTH OF NEW ROADS	358 L.F.±
TOTAL AREA IN LOTS	132,253 SQUARE FEET± or 3.04 ACRES±
TOTAL OPEN SPACE AREA	417,988 SQUARE FEET± or 9.59 ACRES±

**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN INSTRUMENT NO. 20141208-0112470, COUNTY REGISTER'S OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, AND THAT THIS PLAT CONSTITUTES OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC ROADS, UTILITIES AND OTHER FACILITIES SHOWN HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE PLANNING COMMISSION OF METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

OWNER: COREY CRAIG & RANDALL B. SMITH  
DATE: 7-17-18  
DATE: July 17, 2018



**SURVEYOR'S CERTIFICATE:**

I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE HEREON SHOWN SUBDIVISION PLAT REPRESENTS A CATEGORY 1 SURVEY, HAVING AN UNADJUSTED RATIO OF PRECISION OF 1:10,000, AND IS TRUE AND CORRECT. ALL LOT CORNERS ARE IRON PINS AND HAVE BEEN OR WILL BE PLACED AS INDICATED. ALL SIDE LOT LINES ARE AT RIGHT ANGLES OR RADIAL TO A STREET, UNLESS OTHERWISE NOTED.

NAME: Stephen P. McClannahan DATE: 07/17/2018  
Stephen P. McClannahan, PLS #772  
H & H Land Surveying, Inc.

**COMMISSION'S APPROVAL:**

APPROVED BY THE METROPOLITAN PLANNING COMMISSION OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE.

NAME: Matt Jew DATE: 7-23-18

SUBDIVISION NUMBER: 20185-014-001

**FINAL PLAT**  
**CARRINGTON PLACE**  
**PHASE FIVE**

A CLUSTER LOT SUBDIVISION  
CARRINGTON PLACE @ EATONS CREEK ROAD  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

Professional Land Surveying Services by:  
**H&H LAND SURVEYING, INC.**  
612A FITZHUGH BOULEVARD  
SMYRNA, TN 37167  
(615) 831-0756

I, Robert Leeman, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signed and sworn to this 13<sup>th</sup> day of November, 2017.

Robert Leeman

Signature

State of TN

County of DAVIDSON

Personally appeared to me, KELLY ADAMS, a notary public for this county and state, ROBERT LEEMAN, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Witness my hand and official seal office in Nashville, TN, this 13<sup>th</sup> day of NOVEMBER, 2017

Kelly Adams

Notary's signature

MY COMMISSION EXPIRES: SEPTEMBER 7, 2020

Notary's seal (if on paper)

