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THIS INSTRUMENT PREPARED BY:  
Tyler Chance Yarbrow, Esq.  
1310 6<sup>th</sup> Avenue North  
Nashville, Tennessee 37208  
(Prepared solely from information provided  
by and at the direction of Whifferdill, Inc.)

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR WHIFFERDILL, INC.**

**THIS** Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Whifferdill, Inc. ("Declaration"), is made and entered into by Whifferdill, Inc. ("Whifferdill" or "Association"), with the approval of all of the Lot Owners ("Lot Owner" or "Owner" or "Member/Owner").

**WITNESSETH:**

**WHEREAS**, by deed of record in Record Book 275, Pages 80-81, Register's Office for Cheatham County, Tennessee, Whifferdill, Inc. is the record owner and holder of the legal title in and to certain property situated in Cheatham County, Tennessee, and more particularly described on Exhibit A attached hereto (hereinafter referred to as the "Property"); and,

**WHEREAS**, the Association desires that the Property and all Lots listed on Exhibit B also attached hereto, be held, sold and conveyed subject to certain covenants, conditions, and restrictions for the purpose of protecting the value and desirability of the Property and all such Lots; and,

**WHEREAS**, the Association desires to amend the Amended and Restated Bylaws of Covenants, Conditions, and Restrictions for Whifferdill, Inc., approved by the Board of Directors on June 17, 2020 of record in Record Book 567, Pages 1313-1385 at said Register's Office and replace said Amended and Restated Bylaws of Covenants, Conditions, and Restrictions for Whifferdill, Inc., approved by the Board of Directors on June 17, 2020 with the instant document approved by the Board of Directors on September 25, 2023; and,

**NOW, THEREFORE**, the Association hereby declares that the Property and all Lots shall be held, sold and conveyed subject to the following covenants, conditions, and restrictions, which are established for the purpose of protecting the value and desirability of, and which shall

run with the title to the Property and all Lots, and shall be binding on all parties having any right, title or interest in the described properties or any part therein, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and further declares as follows:

## **ARTICLE I DEFINITIONS**

Section 1. "Association" shall mean and refer to Whifferdill, Inc., a Tennessee not-for-profit corporation.

Section 2. "Bylaws" shall mean the Amended and Restated Bylaws of Whifferdill, Inc., attached hereto as Exhibit C and made a part hereof. All provisions contained in the body of this Declaration dealing with the administration and maintenance of the properties shall, be deemed to be part of the Bylaws.

Section 3. "Builder" shall mean any party other than a Lot Owner who has purchased a Lot to construct improvements thereon or who has been hired by any Lot Owner to construct improvements upon a Lot owned by such Lot Owner.

Section 4. "Commercial Business" shall mean any type of business activity which includes but is not limited to the manufacture, distribution, processing, or production of goods or services. No House or Lot shall be used as a venue for consultations or transactions of any kind with clients, customers, patients, or delivery of goods or inventory by or to any Owner within Whifferdill. Package deliveries of products for personal use shall not fall within the definition of Commercial Business. Commercial Business shall not include services performed by any Lot Owner or occupant pursuant to a written agreement to perform and be compensated for such services by the Association, and receive supplies in support thereof.

Section 5. "Common Area" shall mean all real property (including the improvements and amenities thereto) owned by the Association for the common use and enjoyment of the Owners. In addition to the Common Area owned by the Association as shown on Exhibit A, Common Area shall also include the East and West Runways, the Taxiway, Lazy 8 Lake all areas shown and designated on the Whifferdill Plat of record in Book 202, Page 974, Register's Office for Cheatham County, Tennessee. Regardless of any provision herein to the contrary, no portion of the Common Area shall be sold, conveyed, or used for any purpose other than as a residential airport without the unanimous vote of all Lot Owners. Each Owner shall have an easement in common with the Owners of all other Lots to use all of the Common elements located in and serving his or other Lots.

Section 6. "Federal Aviation Administration" or "FAA" shall mean the governmental agency created by the United States of America (USA) with powers to regulate all aspects of civil

aviation within the USA as well as over its surrounding international waters and neighboring international waters as delegated to the FAA by authority of the International Civil Aviation Organization.

Section 7. "House" or "Home" shall mean any improvement constructed upon any Lot as defined herein, for the purpose of providing residential housing to Lot Owners or other occupants thereof.

Section 8. "Lot" (or "lot") shall mean and refer to any plot of land shown upon any recorded subdivision map and/or Plat of the properties, with the exception of the Common Area, Open Space, detention area, and streets, roads, and right of ways.

Section 9. "Member" shall mean every Owner as defined herein, who shall also be a Member of the Association, whether or not it shall be so expressly stated within such Owner's Deed.

Section 10. "Owner" (also referred to herein as "Lot Owner" or "owner") shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. For clarity, a "Member" and an "Owner" are one and the same.

Section 11. "Property" shall mean and refer to that certain real property herein described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Single-Family" shall mean an individual, or two or more persons related by blood, marriage or law, or, unless otherwise required by federal or state law, a group of not more than three unrelated persons living together in a Home.

## **ARTICLE II PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and the right to use the recreational facilities of any Owner who has failed to pay an Assessment against his Lot or has

violated this Declaration, the Bylaws, or Association Rules and Regulations. Any such suspension of rights shall occur only after written notice has been mailed to the Owner at the record address last provided by the Owner to the Association, notifying the Owner of the unpaid Assessment(s) or other violation, and the Owner fails or refuses to comply with the written notice. The duration of such a suspension shall be for only such period of time during which the Assessment remains unpaid or the violation remains unresolved;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family who reside on the property.

Section 3. Encroachments. If any portions of the Common Area shall actually encroach upon any Lot, or if any Lot shall actually encroach upon any portions of the Common Area, as the Common Areas and Lots are shown on recorded Plats, there shall be deemed to be mutual easements in favor of the Association as owner of the Common Areas and the respective Lot Owners involved, to the extent of such encroachments, so long as the same shall exist.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to Assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessments.

Section 2. The Association shall have only one class of voting membership:

Class "A." Class A Members shall be all Owners, and who shall be entitled to only one (1) vote regardless of the number of Lots owned by such Owner. When more than one person holds an interest in any Lot, all such persons shall be Members.

### **ARTICLE IV COVENANT FOR ASSESSMENTS: ANNUAL MAINTENANCE FEES AND SPECIAL ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed to any Lot (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association certain Assessments, which include the following components: 1) annual maintenance fees; and, 2) special assessments for capital improvements,



thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. Sale or transfer of any Lot shall not affect the Assessment lien. This subparagraph shall not be amended, changed, modified, or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article IV, Section 1 herein, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and Assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

Section 8. Effect of Delinquent and/or Nonpayment of Annual Maintenance Fees or Special Assessments: Remedies of the Association

(a) Any annual maintenance fee or special assessment paid more than fifteen (15) calendar days after the due date shall be subject to and include a "late charge" in an amount determined by the Board, to cover the extra expense involved in handling delinquent payments. In addition to the late charge hereinabove recited, any annual maintenance fee or special assessment not paid within thirty (30) calendar days after the due date shall bear interest at ten (10%) percent per annum until paid in full. Any and all delinquent Assessments shall constitute a continuing lien against the Lot and improvements thereon. The Association may bring an action at law or equity against the Owner(s) personally obligated to pay the Assessments and/or foreclose the lien against the property. Should enforcement be necessary, the Owner(s) shall be obligated to pay costs and attorney's fees associated therewith. Assessments are independent covenants within this Declaration. No Owner(s) may waive or otherwise escape liability for the Assessments, late fees and fines provided for herein or by any duly adopted Rules and Regulations of the Association provided for herein by non-use of the Common Area, abandonment of the lot or any other reason. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

(b) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Area and the premises contained herein and the sum of One (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, and rendering judicial foreclosure unnecessary, the Owners jointly and severally for themselves, their heirs, personal representatives, executor, administrators, successors and assigns (the "Trustors"), shall, by their acceptance of a deed to their Lot, be deemed to have transferred and conveyed unto the Association, Trustee, its successors in trust and assigns, their respective Lots and corresponding interests in the Common Areas together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing payment of their share of the common expenses and all other Assessments thereon, whether common, annual or special, when due. If the Trustors shall pay their share of the common

expenses and all other Assessments, common, annual or special when due, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any part thereof, is not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or its successor in trust, is hereby authorized and empowered, upon giving twenty (20) days notice by three (3) publications in any newspaper, daily or weekly, published in Cheatham County, Tennessee, to sell the respective Lots and corresponding interests in the Common Areas, at the front door of the Courthouse in Cheatham County to the highest bidder for cash at public outcry, free from the statutory or equitable right of redemption, homestead, dower, distributive share and all other rights or exemptions of every kind, which are hereby expressly waived; and the said Trustee, or its successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser.

The Association may bid and purchase at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of the respective Lot and shall only account for the net rents actually received by it. It is further agreed that in the event the Trustee fails, before selling the respective Lot, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed therefore.

In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First. To the payment of all costs, charges and expenses of executing this trust conveyance and enforcing said lien as herein provided, including reasonable attorney's fees, and for all expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, including reasonable attorney's fees;

Second. To the payment of all unpaid taxes with respect to such Lot; and

Third. To the full and complete satisfaction of all amounts secured by such lien.

Fourth. Any balance of proceeds remaining after satisfaction of such charges, shall be paid to Trustors or to their representatives or assigns.

The Association may, at any time and from time to time, by instrument in writing, substitute and appoint a successor or successors to the Trustee, which instrument executed, acknowledged and recorded in the Register's Office for Cheatham County, Tennessee, shall be conclusive proof of the proper substitution and appointment of such Successor Trustee. Said Successor Trustee shall have all the right, title and estate, powers, duties and privileges of the predecessor Trustee, without the necessity of any conveyance from such predecessor Trustee.

## **ARTICLE V ARCHITECTURAL CONTROL**

Section 1. Improvements. No building, hangar, or other structure(s) such as outbuildings or gazebos, or improvement of any kind shall be commenced, erected or maintained upon any Lot or House, nor shall any exterior addition or improvements to or change or alteration therein be made until the plans and specifications showing the nature, kind, size, total square footage, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography and to ensure safe flight operations by the Board of Directors of the Association. All matters submitted to the Board of Directors shall be decided and announced in writing within thirty (30) business days after submission by the Owners or Builder, unless additional time, at the discretion of the Board is needed to obtain additional documentation. In such case, written approval or denial shall be provided to the Owner or Builder within thirty (30) days after receipt of such additional documentation by the Board from the Owner or Builder. If the Board replies to the Owner or Builder within thirty (30) days requesting additional information regarding the improvement, the thirty (30) business days shall be calculated from the date upon which the Owner or Builder provides the Board with such additional requested information regarding the improvement. Failure of the Board to approve or deny submissions in writing within thirty (30) business days or any extensions thereof as previously described, shall be deemed an approval of such submissions unless the thirtieth (30<sup>th</sup>) business day shall fall on a weekend or national holiday. In such case, written approval or denial shall be given by the Board to the Owner or Builder on the next regular business day. The Board shall be the sole arbiter of all improvements made to any Lot or House and may withhold approval for any reason, including those of a purely aesthetic nature.

The Board may review and/or require adjustments to landscaping or other ancillary structures located on any Lot that potentially encumbers or impedes safe flight operations or use of the Common Area.

Section 2. Commencement and Completion of Construction. Unless otherwise approved by the Board, all construction of new Homes and/or improvements shall be completed within twenty-four (24) months of the date of receipt of a building permit issued by Cheatham County Building Commission. It shall be the responsibility of the Owner, and not the Board, to ensure that all improvements comply with the laws of the State of Tennessee and Cheatham County zoning regulations and Building Code.

## **ARTICLE VI MAINTENANCE**

Section 1. Association's Responsibility. The Association shall be responsible for the following maintenance obligations:

(a) The Association shall maintain and keep in good repair the Common Area. Such maintenance shall include, without limitation, maintaining, repair, and replacing, subject to any insurance then in effect, the East and West Runways, the Taxiway, Lazy 8 Lake, the subdivision entrance gate, all trees, landscaping and other flora, structures, irrigation system, storm water control and any other improvements situated upon the Common Area.

(b) The Association shall maintain any landscape easement area that serves as a buffer to adjacent properties, even if such landscape or buffer area is located wholly or partially on a Lot, and each such affected Lot owner grants to the Association an easement for such maintenance.

Section 2. Owner's Responsibility. Except as provided in Article VI, Section 1 above, the Owner of each Lot and House located thereon, shall have the sole responsibility for maintenance of all exterior and interior portions of the Lot and House; land, flora and landscaping within the boundaries of the Lot and House; those areas within enclosed patios or courtyards; all inside and outside walls, roofs and structural components of the House; all patios, decks, balconies, and driveways serving only one Lot and House; and other improvements not maintained by the Association. Each Owner shall maintain said portions of his Lot and House in accordance with applicable covenants set forth in this Declaration, and such rules and regulations as may be established by the Board from time to time. Each Owner shall further ensure that all grass which is located within 150 feet from any runway, and located upon all Lots owned by such Owner, shall be cut and maintained no taller than eighteen (18) inches at all times. Should any Owner fail or refuse to cut and maintain such grass at a height which is no taller than eighteen (18) inches at all times, the Association shall, after five (5) calendar days' written notice to such Owner, be entitled to cut the grass, it may charge the expense of grass cutting to the Owner, and neither the Association, the Board, any Officer nor any agent or contractor of the Association, shall be held liable for trespass to such Owner. All expenses incurred by the Association for grass cutting, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon all Lots owned by such Owner. 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 the Lots where grass was required to be cut.

## **ARTICLE VII INSURANCE**

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire or other hazards and casualties for the full insurance replacement cost thereof, and may obtain



insurance against such other hazards and casualties as the Association may deem desirable with the Association as the owner and beneficiary of such insurance. The Association shall also maintain adequate liability insurance and fidelity bond coverage for any party that maintains the funds for the Association. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the annual maintenance fee made by the Association. 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 relating to the amount each party's loss bears to the total.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual maintenance fees or special assessments made against such Lot Owners, with the approval of two-thirds (2/3) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property in the event of damage or destruction.

Section 4. Condemnation. In the event of a taking of part of the Common Areas in condemnation or eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board in their sole and absolute discretion, approves the repair and restoration of such Common Areas, the Board shall arrange for the repair and restoration of such Common Areas and the Board shall disburse the proceeds of such awards to the contractors engaged in such repair and restoration in appropriate progress payments. In the event the Board does not approve the repair and commencement of restoration of such Common Areas within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on an equal basis to each record Lot Owner (and any mortgagee having a security interest in said lot).

## ARTICLE VIII USE AND CONSTRUCTION RESTRICTIONS

Section 1. Single Family Residential Construction. Unless otherwise approved by the Board in accordance with Article V herein, no building including outbuildings and gazebos shall be erected, altered or permitted to remain on any Lot. One (1) or more Single Family residential dwellings not to exceed three (3) stories in height shall be permitted on a single Lot. All Lots having more than one (1) Single Family residential dwelling located thereon, shall be constructed only in compliance with the Cheatham County zoning regulations and building codes as the same may be amended from time to time, and not more than one (1) Single Family shall occupy any single Lot.

Section 2. Improvement, Setback and Use Restrictions.

(a) Unless otherwise required by local zoning and/or construction ordinance, all Homes and other improvements shall be constructed within the natural wooded area located upon all Lots and such Homes and improvements should be a minimum of seventy-five (75) feet from the edge of the runway, or behind the existing tree line if approved by the Board of Directors. No House or structure shall be constructed to a height of over thirty (30) feet, within 100 feet of the edge of the runway. It is acknowledged that the buildings on Lot #29 pre-existed the airport and are hereby excepted from the construction restrictions in this part, unless the buildings located upon Lot #29 are removed, demolished, or destroyed. Then in such instance, all reconstructed structures upon Lot #29, shall comply with this sub-part (a) and all other restrictions within this Declaration. All Lots shall provide the minimum side yard required by the subdivision regulations adopted by the Cheatham County, Tennessee as the same may be amended from time to time.

(b) Before any Building may be occupied, it must be completely finished and have a certificate of occupancy issued by local government.

(c) No Lot shall be combined with another Lot or re-subdivided if such combination or re-subdivision will cause any Lot to consist of less than five (5) acres.

(d) Each House shall be constructed in accordance with Cheatham County zoning regulations and building codes as the same may be amended from time to time.

(e) Swimming pools must be built in accordance with ordinances of the Cheatham County zoning regulations and building codes and shall require approval by the Board of Directors in accordance with Article V herein.

(f) Each Owner shall prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. Trash cans, recycle bins, and all garbage, refuse, and such debris shall be kept in a clean and tidy manner so as to not be offensive to the eye.

(g) No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.

(h) Outdoor television and dish antennas are permitted so long as they are not visible from the street or by other Lot Owners.

(i) Outside clothesline and clothes hanging devices are permitted so long as they are not visible from the street or by other Lot Owners.

(j) Any person or Builder undertaking any construction on a Lot and the Owner of such Lot, shall be responsible for maintaining the continuing cleanliness of, and repairing any damage to, any curbing, gutter or street resulting from construction on such Lot or the transfer of equipment or materials to such Lot in support of construction. After written demand by the Association, repairs of all such conditions shall be made within fifteen (15) calendar days.

(k) No single-wide, double-wide, or other mobile or manufactured Homes shall be located upon any Lot. Recreational vehicles, boats, and recreational trailers that weigh one (1) ton or more may be parked within the boundaries of any Lot, provided that the view of such vehicles is minimized from the street and from other Lot owners, for instance by parking said vehicle in a garage or similar structure or by obscuring its view with landscaping. No recreational vehicles, campers, boats, trailers, tractor trucks, tractor trailers, construction equipment, or commercial vehicles may be parked on any street, road or Lot, nor shall any of these be occupied by any person for more than twenty-four (24) consecutive hours, unless approved by the Board in writing. This provision shall not apply to a Builder during construction upon any Lot and shall not apply to any government owned vehicle. The voluntary termination of such occupancy by any person who subsequently returns to any vehicle listed herein within seventy-two (72) hours of such voluntary occupancy termination, shall be considered a continuation of the previous twenty-four (24) hour period and not a new violation.

(l) Parking. With the exception of government owned vehicles, no vehicle shall be parked upon the Whifferdill runway, and no vehicle shall be parked upon any street within Whifferdill for more than twenty-four (24) hours. Vehicles moved and subsequently returned to any street shall be considered a continuation of the previous twenty-four (24) hour period. The Board may adopt a reasonable written enforcement policy for violations of this part which shall include written notice requirements to violators and may additionally include fine, towing, booting and expense reimbursement to the Association.

Vehicles owned by short-term guests of Lot Owners and commercial vehicles belonging to persons providing services to Lot Owners or Builders, shall be permitted to park on streets but

only during the duration of such short-term visit or completion of services to Lot Owners, and for no longer than forty-eight (48) hours or such longer time as may be permitted in writing by the Board. Vehicles moved and subsequently returned to any street shall be considered a continuation of the previous forty-eight (48) hour period.

(m) Trees. No trees shall be cut on any Lot unless such cutting is necessary for the construction of any House, driveway, or other improvement, or if required for the purpose of enhancing visibility.

Section 3. Use and Enforcement. No Commercial Business shall be permitted upon any Lot or operate from any House. Houses, Homes and the property shall be used only for residential, recreational, aircraft storage and maintenance and related purposes. Neither the East or West Runways nor any Common Area or amenity associated with the use or operation of aircraft, shall be used by any person without the presence of a Lot Owner. Lot Owners and occupants may use their residence (not in violation of municipal zoning laws) as a home office or ancillary or secondary office to an office established elsewhere. Nothing in this Declaration shall prohibit a Lot Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence.

Section 4. Rules and Regulations. The Association, acting through its Board of Directors, shall have authority to make and to enforce reasonable rules and regulations and/or use restrictions, standards and restrictions governing the use of the Property, Lots, and Homes in addition to those contained herein. Any and all such rules and regulations and/or use restrictions shall be binding upon all Owners, tenants, occupants, and invitees until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a two-thirds (2/3) affirmative vote of those Members entitled to be cast.

Section 5. Signs and Billboards. With the exception of political signs, no sign or billboard of any kind shall be displayed to the public view on any lot or portion of the Common Area, except for directional or informational signs, under the sign criteria established and approved by the Association.

Section 6. Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations or use restrictions, and any amendments thereto, that govern the conduct of Owners and that provide for sanctions against Owners, shall also apply to all occupants, guests, and invitees of any Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Declarations, Bylaws, 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 Lot are fully liable and may be sanctioned for



any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

Section 7. Animals and Pets. No animals, livestock, poultry of any kind shall be raised, bred, or kept on any portion of the property, except, at the discretion of the Board, that a reasonable number of dogs, cats, horses, or other usual and common domestic household pets may be permitted on a Lot. No pets are permitted to roam free; those that, in the sole discretion of the Board, endanger the health or safety of any person, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the Owner of any portion of the property, shall be removed upon request of the Board. If, after ten (10) calendar days written notice to the Owner, tenant or occupant, the Owner, tenant or occupant fails and/or refuses to honor such request, the pet may be removed by the Board and neither the Board nor its agents or vendors shall be liable for trespass or other damages to such Lot. No pets shall be kept, bred, or maintained for any commercial purpose. No wild animals shall be permitted. No animal owned by any Owner shall be permitted to impede, obstruct, hinder or in any way endanger the operation of any aircraft or aviation operations at Whifferdill. A violation of this part may, at the Board's discretion, be grounds for the imposition of reasonable fines or removal of such animal after ten (10) calendar days written notice to the Lot Owner of such violation. Neither the Board, any officer, the Association nor their agents shall be liable for trespass or damages by entering upon any Lot if the Lot Owner refuses to remove such animal after written notice.

Section 8. Nuisance. No portion of the property or any Lot 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 unsightly to the eye; nor shall any substance, thing, or material be kept upon any portion of the property or any Lot 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 property or any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the property or any Lot. 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 the property.

**The use, maintenance, and operation of aircraft shall expressly not be considered a nuisance under this part. The use, maintenance, and operation of aircraft, and the enjoyment thereof by the Lot Owners, being the primary benefit created by and purpose of Whifferdill.**

Section 9. Hunting. There shall be no hunting permitted upon any Lot or anywhere within the boundaries of Whifferdill subdivision. The Board is authorized to engage professional assistance to eradicate wildlife that negatively affects Property or the safe operation of the airpark.

Section 10. Storm Water Drainage System. 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.

Section 11. On-Site Fuel Storage. Recognizing the necessity for maintaining sufficient fuel for the operation of aircraft, fuel storage shall be permitted upon each Lot, but shall be stored and maintained in accordance with FAA, State, and local fuel storage regulations as the same may be amended from time to time.

Section 12. Use of the Word "Whifferdill". No Person shall use the word "Whifferdill," or any derivative thereof in any printed or promotional material without the prior written consent of the Board. However, Owners may use the term, "Whifferdill" in printed or promotional matter where such term is used solely to specify that particular property is located within the Subdivision.

## **ARTICLE IX LEASING**

### Section 1. Definitions

(a) Leasing. The term "Leasing" is defined as any short-term transient or vacation-type occupancy or the regular, exclusive monthly, quarterly, or annual occupancy of a Home by any person or persons other than the Owner, or any lease-purchase or similar agreement regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Transient. The term "Transient" means any right to use, occupy, or possess, or the use, occupancy, or possession of a Home for a period of thirty (30) calendar days or less.

(c) Short-term Rental Unit or STR. The terms "Short-term Rental Unit" or "STR" means a Unit or residential dwelling that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days.

Section 2. Lease Restrictions. Under no circumstances shall the Board approve nor any Owner permit any Lease or STR within Whifferdill.

### Section 3. Excluded Parties.

(a) Mortgage/Deed of Trust. With the exception of Section 4 below, the limitations upon Leasing imposed by this Amendment shall not apply to any Leasing transaction entered into by the holder of any first mortgage and/or Deed of Trust on a Home who becomes the Owner of the Home through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust. In any such circumstance, the holder of any first

mortgage and/or Deed of Trust on the Home shall provide notice to the Board of its intent to enter into a Leasing transaction and shall provide to the Board a copy of its written lease agreement for the Home.

(b) Association. With the exception of Section 4 below, the provisions of this Declaration shall not apply to any Leasing transaction entered into by Whifferdill who becomes the Owner of a Lot or House through foreclosure of its lien or any other means pursuant to the satisfaction of a Notice of Lien or judgment in the Association's favor.

Section 4. Tenant/Occupant Violations. Written notice shall be mailed to tenants, occupants and the Owner at the last address provided by the Owner to the Association, of any and all violations of the Declaration, Bylaws, Association Rules and Regulations and amendments thereto by such tenant or occupant. Such written notice shall give the Owner ten (10) business days to provide the Association with written evidence of the measures such Owner has taken to ensure such violations by their tenant or occupant does not continue. Failure of the Owner to provide the Board with written evidence of the measures Owner has taken to ensure no further violations by their tenant or occupant may result in a fine or penalty to the Owner, as prescribed by the Board-adopted rules and regulations related to Leasing. Any violation by such tenant or occupant of the same or similar nature after the first violation shall likewise result in a fine or penalty to the Owner, as prescribed by the Board-adopted rules and regulations related to Leasing.

Section 5. Lease Termination.

(a) Lease Termination due to Violation of the Declaration, Bylaws, Association Rules and Regulations. Should a tenant or occupant engage in conduct that results in three violations of the Declaration, Bylaws, Association Rules and Regulations and amendments thereto, the Association shall be entitled to file suit against such tenant or occupant and Owner for unlawful detainer, and the Association shall further be entitled to file writs to seek possession of the Owner's Unit, and evict such tenant or occupant. All costs for such action, including reasonable attorneys' fees, shall be a continuing lien and charge against such Owner's Home, and be the personal obligation of such Owner.

(b) Lease Termination due to Violence or Threats to Health, Safety or Welfare. Should any tenant or occupant willfully or intentionally commit a violent act, or behave in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare or the life or property of other owners, tenants or occupants at Whifferdill; or creates a hazardous or unsanitary condition in their Home or within Whifferdill that affects the health, safety or welfare or the life or property of other owners, tenants or occupants; or permits such acts by any person present at Whifferdill at the invitation of such tenant or occupant, the Association shall, on behalf of the Owner, be entitled to exercise all of the remedies and shall comply with all of the requirements of Tenn. Code Ann. § 66-28-517 as the same may be amended from time to time, and the Association

shall further be entitled to file suit against such tenant and/or occupant for unlawful detainer seeking eviction and shall be entitled to file writs seeking possession of the Unit on behalf of the Owner.

All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be the personal obligation of the person who was the Owner of such Home at the time the lease was terminated under this section and shall be a continuing lien upon each Lot owned by such Owner.

## **ARTICLE X GENERAL PROVISIONS**

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 2. 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 3. Amendments. The covenants, conditions and restrictions of the Declaration shall run and bind the land, for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods often (10) years. The said Declaration may be amended by an instrument writing, voted upon and approved by not less than two-thirds (2/3) of the Members eligible to vote, or by an instrument in writing, setting forth such amendment, signed by the Association President with an acknowledgment signed by the Secretary affirming no less than two-thirds (2/3) of all Members who are eligible to vote, have signed the amendment. Any amendment to the said Declaration shall be recorded at the Cheatham County Register of Deeds before it shall become effective.

Section 4. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof.

Section 5. Gender. The use of the masculine gender in this Declaration and in the By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.



IN WITNESS WHEREOF, the undersigned, being the President of Whifferdill, Inc. herein, has hereto set its hand, by its duly authorized officer, this the 4<sup>th</sup> day of March, 2024.

WHIFFERDILL, INC.



By: [NAME]  
Its: President

State of Tennessee

County of Montgomery

Sworn to and subscribed before me this 4<sup>th</sup> day of March, 2024.

  
NOTARY PUBLIC



MY COMMISSION EXPIRES: Sept. 20, 2025

**EXHIBIT A**

The West runway, the East runway, the Lazy Eight Lake and the following roads; Aresti, Slow Roll, Aresti West and Lazy Eight as shown on the plan of Whifferdill, of record in File A-22, Map 2, Register's Office for Cheatham County, Tennessee, to which record references here expressly made.

BEING the same property conveyed to Whifferdill, Inc., by deed from Rayburn Williams and wife, Charlene Williams, of record in Record Book 275, Pages 80-81, Register's Office for Cheatham County, Tennessee.

**EXHIBIT B**

[INSERT TABLE OF OWNERS AND LOTS HERE.]

Name	Lot Number	Parcel Number	Physical Address	Mailing Address
William Alexander	1	20	139 Aresti West	139 Aresti Chapmansboro, TN 37035
William Alexander	2	21	129 Aresti West	139 Aresti Chapmansboro, TN 37035
James & Mary Sue Patchett	3	22	125 Aresti West	9607 Coppola Court Brentwood, TN 37027
Marty and Paula Williams	4	23	115 Aresti West	5160 Ashland City Road Clarksville, TN 37043
John David Wright & Dawn Miller Wright Trustees	5	24	109 Aresti West	108 Atrium Court Brentwood, TN 37027
John Loudermilk	6	25	101 Aresti West	4525 Winfield Drive Nashville, TN 37211
Williams Aviation, Inc.	7	26	100 Aresti West	196 Aresti Drive Chapmansboro, TN 37035
Williams Aviation, Inc.	8	27	Aresti West	196 Aresti Drive Chapmansboro, TN 37035
Williams Aviation, Inc.	9	28	141 Aresti West	196 Aresti Drive Chapmansboro, TN 37035
Murty & Paula Williams	10	29	Aresti West	5160 Ashland City Road Clarksville, TN 37043
William Alexander	11	30	126 Aresti West	139 Aresti Chapmansboro, TN 37035
William Alexander	12	31	140 Aresti West	139 Aresti Chapmansboro, TN 37035
Jonathan & Leah Alderson	13	32	450 Slow Roll	450 Slow Roll Chapmansboro, TN 37035
William Hedcock	14	33	225 Slow Roll	225 Slow Roll Chapmansboro, TN 37035
Isaac Popps	15	82	334 Slow Roll	334 Slow Roll Chapmansboro, TN 37035
Jeffrey & Cynthia Shaud	16	83	HWY 12N (OFF)	2921 Packard Hwy Charlotte, MI 48813
Williams Aviation, Inc.	17	84	HWY 12N	196 Aresti Drive Chapmansboro, TN 37035
Eric & Ashley Steer	18	85	270 Slow Roll	270 Slow Roll Chapmansboro, TN 37035
Williams Aviation, Inc.	19	86	HWY 12N	196 Aresti Drive Chapmansboro, TN 37035
Williams Aviation, Inc.	20	87	HWY 12N	196 Aresti Drive Chapmansboro, TN 37035
Mark Culpepper	21	88	150 Slow Roll	150 Slow Roll Chapmansboro, TN 37035
Mark Culpepper	22	89	HWY 12N (OFF)	150 Slow Roll Chapmansboro, TN 37035
Williams Aviation, Inc.	23	90	HWY 12N	196 Aresti Drive Chapmansboro, TN 37035
Vicki Lyn Wepik	24	91	123 Aresti Drive	123 Aresti Drive Chapmansboro, TN 37035
Lauren Winters & David Fitzhugh	25	92	122 Hammerhead	122 Hammerhead Chapmansboro, TN 37035
Williams Aviation, Inc.	26	93	HWY 12N	196 Aresti Drive Chapmansboro, TN 37035
Williams Aviation, Inc.	27	94	HWY 12N	196 Aresti Drive Chapmansboro, TN 37035
Williams Aviation, Inc.	28	95	HWY 12N	196 Aresti Drive Chapmansboro, TN 37035
Subway Southwest Development Corporation	29	36	Lazy Eight	P.O. Box 70 Chapmansboro, TN 37035
Stephen & Anita Nyman	30	96	344 Lazy Eight	344 Lazy Eight Chapmansboro, TN 37035
Darrel Whitaker	31	97	418 Lazy Eight	418 Lazy Eight Chapmansboro, TN 37035
Robert Hloert & Rhonda Miles Trustees	32	98	540 Lazy Light	540 Lazy Light Chapmansboro, TN 37035
Williams Aviation, Inc.	33	99	HWY 12N	196 Aresti Drive Chapmansboro, TN 37035
Williams Aviation, Inc.	34	100	HWY 12N	196 Aresti Drive Chapmansboro, TN 37035
Williams Aviation, Inc.	35	101	HWY 12N	196 Aresti Drive Chapmansboro, TN 37035
Tyler & Brianna Stafford	36	102	197 Aresti Drive	197 Aresti Chapmansboro, TN 37035
Trevor Graham	37	34	105 Lazy Light	105 Lazy Light Chapmansboro, TN 37035
Williams Aviation, Inc.		156	Aresti Drive	196 Aresti Drive Chapmansboro, TN 37035
Rayburn & Charlene Williams		157	196 Aresti Drive	196 Aresti Drive Chapmansboro, TN 37035
Whiffenbill, Inc.		75.03	196 Aresti Drive	P.O. Box 82 Chapmansboro, TN 37035



**EXHIBIT C**

[INSERT AMENDED AND RESTATED BYLAWS HERE.]

**AMENDED AND RESTATED BYLAWS  
OF  
WHIFFERDILL, INC.**

**ARTICLE I**

**NAME AND LOCATION.** The name of the corporation is Whifferdill, Inc., hereinafter referred to as "Whifferdill" or "Association." The principal address of the corporation shall be the same principal address of record with the Tennessee Secretary of State, but meetings of members and directors may be held at such places, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 1. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Whifferdill, Inc. attached hereto and recorded herewith, applicable to the properties as same may be supplemented and amended by instruments recorded in the Office of Register of Deeds for Cheatham County, Tennessee.

Section 2. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration; and,

Section 3. "Member/Owner" shall mean and refer to those persons entitled to be members of the Association as provided in the Declaration. (For reference see Article I, Sections 9 and 10 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions)

**ARTICLE III  
MEETING OF MEMBERS/OWNERS**

Section 1. Annual Meetings. There shall be required to have an annual meeting of the Whifferdill, Inc. Members/Owners. Unless otherwise specified in the Amended and Restated Declaration or these Bylaws, all business and actions of the Association shall require the affirmative vote of two-thirds (2/3) of all Members/Owners who are eligible to vote at any annual or special meeting.

Section 2. Special Meetings. Special meetings of the Members/Owners may be called at any time by the President or by the Board of Directors or upon written request of no less than fifty-one (51%) of the Members/Owners.

Section 3. Notice of Meetings. Written notice of each meeting of the Members/Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) calendar days before such meeting to each Member/Owner entitled to vote there at, addressed to the Member/Owners' address last appearing on the books of the Association, or supplied by such Member/Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. It shall be the

responsibility of each Member/Owner to provide an accurate mailing address to the Association. Electronic mail ("email") delivery of such notice shall be an acceptable means of sending notice of any such meeting if the Board or the Association's property manager can reasonably rely upon the email address provided to it by each Member/Owner to whom such notice is being emailed, and the email transmission is not returned to the Board or Association property manager as undeliverable.

Section 4. Quorum. The quorum refers to the number of Members/Owners present in person or by proxy required to open any meeting of the Association for business. It does not refer to the number of Members/Owners voting, or the number of votes required to pass a motion. The presence at the meeting of Members/Owners entitled to cast, or of proxies entitled to cast thirty (30%) percent of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members/Owners entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented, and the quorum shall be reduced to one-half (1/2) of the required quorum in the previous meeting. This procedure may be repeated with the required quorum reduced by half at each subsequent meeting until a quorum is achieved. In no event shall the required quorum be less than ten percent (10%) of the total votes eligible to be cast. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 5. Proxies. At all meetings of Members/Owners, each Member/Owner may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the call of order of any meeting for which such proxy will be used. Proxies may be transmitted by electronic mail ("email") to the Secretary provided that any such proxy transmitted by email shall either set forth or be submitted with information from which it can be determined that the email was authorized by such Member/Owner. A copy, email or other reliable reproduction of the proxy may be used in lieu of the original proxy, provided that the copy, email or other reliable reproduction shall be a complete reproduction of the entire proxy. Every proxy shall be valid for no more than eleven (11) months from the date of the appointment unless otherwise indicated upon such proxy; all proxies shall be revocable and shall automatically cease upon conveyance by the Member/Owner of his lot. Only Member/Owners of the Association may be appointed to serve as the proxy for another Member/Owner.

Section 6. Ballots. Any action that may be taken at any annual, regular or special meeting of the Members/Owners may be taken without a meeting by written ballot. All ballots and ballot voting shall be conducted in accordance with requirements of Tennessee Code Annotated §48-57-108 as the same may be amended from time to time.

Section 7. Eligibility to Vote. No Member/Owner who is delinquent in the payment of Assessments, interest, or late fees as described in the Declaration, in an amount of more than one hundred (\$100.00) dollars prior to any annual or special meeting, or who is in violation of any other restriction, covenant or condition within the Declaration, Bylaws, Rules & Regulations, fine policy or any amendment thereto, which has continued for ninety (90) calendar days or longer, shall be eligible to vote upon any business of the Association unless written proof that such

violation has been resolved, or that reasonable attempts at resolution have been taken by such Member/Owner, has been received by the Association no less than thirty (30) business days prior to any annual meeting, special meeting or continuance thereof. Any such violation which is resolved but reoccurs within thirty (30) calendar days of such resolution, shall be considered a continuation of such violation and not a new violation for the purposes of calculating any Member/Owners eligibility to vote.

#### **ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, each of whom shall be Members/Owners of the Association. With the exception of Ray Williams and Charlene Williams, no person and his or her spouse may serve on the Board at the same time. Ray Williams and Charlene Williams may continue to serve as members of the Board of Directors until the 2025 annual meeting. Either Ray Williams or Charlene Williams but not both, shall be eligible for reelection to the Board after the expiration of their term as stated herein. The Board of Directors shall be comprised of seven (7) members with no fewer than five (5) being from a household with a resident licensed pilot.

Section 2. Term of Office. Members of the Board of Directors shall be elected at each annual meeting and shall serve for a term of five (5) years. If a successor Director cannot be elected by the Member/Owners at any annual meeting due to a lack of the required quorum to carry out Association business, or the lack of any successor Board member nominations from the floor or nominating committee at such annual meeting, or otherwise, then a Director's term of service shall extend until his successor is elected at the annual meeting or duly called special meeting of the Members/Owners called for such purpose, and thereafter until his successor is qualified and assumes office, or until he is removed in the manner elsewhere provided. Directors may serve two (2) consecutive terms after which a Director must not serve for at least three (3) years before being eligible for election to the Board of Directors again. This Section shall become effective upon the election of the Board members taking office in 2024.

Section 3. Staggered Terms. Each year according to the following schedule the Directors positions shall become vacant and be eligible for election of a new Director: at the annual 2023 Member/Owners meeting, Director Ashley Steer and Steve Nyman's position shall become vacant and eligible for election, at the 2024 annual meeting, Director Mark Culpepper's position shall become vacant and eligible for election, and at the 2025 annual meeting, Directors Ray Williams, Charlene Williams and Marty Williams' positions shall become vacant and eligible for election, and either Ray Williams or Charlene Williams but not both, shall be eligible for re-election to the Board. The total eligible Board of Director positions shall be seven (7) and unless a vacant position cannot be filled due to circumstances recited in Section 2 above, at least one (1) such position shall become vacant at the 2026 annual meeting and each annual meeting thereafter.

Section 4. Qualification. Any Director who has three (3) "unexcused" absences from regular Board meetings (as opposed to special Board meetings called for particular purposes); who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days; or who is otherwise in violation of the Declaration or rules & Regulations, may

DATE: November 15, 2023  
TO: Whifferdill Board of Directors- Marty Williams, Rhonda Miles, Mark Culpepper,  
Charlene Williams, Ray Williams, Mary Sue Patchett  
FROM: Ashley Steer, Whifferdill Secretary  
SUBJECT: Results for 2024 BOD elections and Voting for Amended CC&Rs and By-Laws

---

Whifferdill Board of Directors,

Below are the results from the voting that took place at the Whifferdill Members Meeting on November 5, 2023.

Ballots counted by: Bethany Oates, Rhonda Miles and Jonathan Adkinson

There are 21 Whifferdill Members/Owners at the time of voting.

### **2024 Board of Directors Elections (18 total votes, all yes for both positions)**

- Position 1: Ashley Steer- 4 year term (2024-2028)
- Position 2: Mary Sue Patchett – 5 year term (2024-2029)

### **Voting for Amendments to Whifferdill CC&Rs and By-Laws Nov 5, 2023**

- A 2/3 vote is needed to pass each amendment therefore a total of 14 "yes" is needed.

#### **#1. Amendments to Whifferdill, Inc. By-Laws**

**15- Yes, I approve**

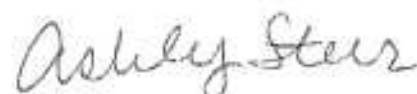
2- No, I do not approve

#### **#2. Amendments and Restated Declaration of Covenants, Conditions, and Restrictions for Whifferdill, Inc.**

**14- Yes, I approve**

3- No, I do not approve

I, Ashley Steer, Whifferdill Secretary, certify these votes.





IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 15 day of January, 2024

William Alexander  
Owner (Signed)

[NAME]  
Owner (Printed) William Alexander

[ADDRESS]  
Address 139 Aresti Drive  
Chapmansboro, TN 37035

Lot Number: [number]  
1

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 15 day of January, 2024

William Alexander  
Owner (Signed)

[NAME] William Alexander  
Owner (Printed)

[ADDRESS] 139 Aresti Drive  
Address Chapman'sboro TN 37035

Lot Number: [number] 2

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 5<sup>th</sup> day of November, 2023.

*Mary S Patchett / James J Patchett*  
Owner (Signed)

[NAME]

Owner (Printed)

MARY SUE PATCHETT AND JAMES J. PATCHETT

[ADDRESS]

Address

125 AREST WEST

Lot Number: [number] 3

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 25<sup>th</sup> day of January, 2024.

Marty Williams Paula L. Williams

Owner (Signed)

Marty Williams  
[NAME]

Paula L. Williams

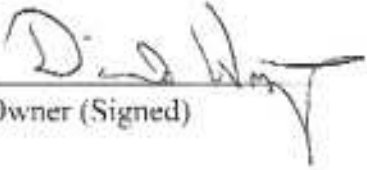
Owner (Printed)

5760 Ashland City Rd. Clarksville, TN 37043  
[ADDRESS]  
Address

Lot Number: [number]

[4]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 25 day of November, 2023.

  
Owner (Signed)

[NAME]  
Owner (Printed)

David Wright

[ADDRESS]

Address  
109 Autumn Court, Brentwood, TN 37027

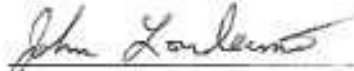
Lot Number: [number]

#5

[...]



IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whiffordill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whiffordill, Inc., as the same may be amended from time to time, this the 5<sup>th</sup> day of November, 2023.



Owner (Signed)

[NAME] John Loudermilk  
Owner (Printed)

[ADDRESS] 4525 Winfield Dr.  
Address Nashville, TN 37211

Lot Number: [number] 6

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024.

*Charles Williams*

*Ray Williams*

Owner (Signed)

[NAME]

Owner (Printed)

*CHARLENE WILLIAMS*

*Ray Williams*

[ADDRESS]

Address

*7*

Lot Number: [number]

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024.

*Charles Williams*

*Ray Williams*  
Owner (Signed)

[NAME]

Owner (Printed)

*CHARLENE WILLIAMS*

*Ray Williams*

[ADDRESS]

Address

*8*

Lot Number: [number]

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whiffordill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whiffordill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024.

*Charlene Williams*

*Ray Williams*  
Owner (Signed)

[NAME]

Owner (Printed)

*CHARLENE WILLIAMS*  
*Ray Williams*

[ADDRESS]

Address

*9*

Lot Number: [number]

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 30<sup>th</sup> day of January, 2024.

Owner (Signed)

   
[NAME]

Owner (Printed)



[ADDRESS]

Address

Lot Number: [number]





IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 15 day of January, 2024

William Alexander  
Owner (Signed)

[NAME]  
Owner (Printed)

William Alexander

[ADDRESS]  
Address

139 Aresti Drive  
Chapmansboro, TN 37035

Lot Number: [number]

[...]  
11

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 15 day of January, 2024

William Alexander  
Owner (Signed)

[NAME] William Alexander  
Owner (Printed)

139 Aresti Dr  
[ADDRESS] Chapmansboro, TN 37035  
Address

Lot Number: [number]

[...] 12

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 5<sup>th</sup> day of November 2023



Owner (Signed)

[NAME]

Owner (Printed)

Jonathan Atkinson

[ADDRESS]

Address

450 Slow Roll

Lot Number: [number]

#13

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 5<sup>TH</sup> day of NOVEMBER, 2023.

*Jeffrey L. Shaud / Cynthia L. Shaud*  
Owner (Signed)

[NAME]

Owner (Printed)

Jeffrey Shaud Cynthia Shaud

[ADDRESS]

Address

2921 Packard Hwy  
Charlotte, MI 48813

Lot Number: [number]

16

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whiffordill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whiffordill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024.

*Chantrel Williams*

*Ray Williams*

Owner (Signed)

[NAME]

Owner (Printed)

*Chantrel Williams*

*Ray Williams*

[ADDRESS]

Address

*17*

Lot Number: [number]

[...]



IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

*Eric L Steer*

Owner (Signed)

[NAME]

Owner (Printed) Eric L. Steer

[ADDRESS]

Address

270 Slow Roll

Chapmansboro, TN 37036

Lot Number: [number]

#18

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024.

*Charles Williams*

*Ray Williams*  
Owner (Signed)

[NAME]

Owner (Printed)

*CHARLES WILLIAMS*

*Ray Williams*

[ADDRESS]

Address

*19*

Lot Number: [number]

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whiffervill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whiffervill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024.

*Charlene Williams*

*Roy Williams*  
Owner (Signed)

[NAME]

Owner (Printed)

*CHARLENE WILLIAMS*

*Roy Williams*

[ADDRESS]

Address

*20*

Lot Number: [number]

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 01 day of FEBRUARY, 2024.



Owner (Signed)

[NAME]

Owner (Printed)

[ADDRESS]

Address

Lot Number: [number]

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 03 day of FEBRUARY, 2024.

  
Owner (Signed)

[NAME]  
Owner (Printed)

MARK CULPEPPER

[ADDRESS]  
Address

150 SLOW TROLL

Lot Number: [number]

22

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whiffordill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whiffordill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024

*Charles Williams*

*Ray Williams*

Owner (Signed)

[NAME]

Owner (Printed)

*CHARLES WILLIAMS*

*Ray Williams*

[ADDRESS]

Address

*23*

Lot Number: [number]

[...]



IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Antended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024.

*Charlene Williams*

*Ray Williams*  
Owner (Signed)

[NAME]

Owner (Printed)

*CHARLENE WILLIAMS*

*Ray Williams*

[ADDRESS]

Address

*26*

Lot Number: [number]

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 20 day of February, 2024

*Roy Williams*

*Charlene Williams*

Owner (Signed)

*ROY WEN WILLIAMS  
CHARLENE WILLIAMS*

[NAME]

Owner (Printed)

[ADDRESS]

Address

*28*

Lot Number: [number]

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 5 day of NOVEMBER, 2023.

  
Owner (Signed)

[NAME] STEPHEN M. WYMAN  
Owner (Printed)

[ADDRESS] 311 LAZY 8 DR  
Address CHARMANSBORO, TN 37035

Lot Number: [number] 30

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 1<sup>st</sup> day of February, 2024.

Rhonda Miles Hilpert Miles Family Trust  
Owner (Signed)

[NAME]

Owner (Printed)

Rhonda Miles  
Hilpert Miles Family Trust

[ADDRESS]

Address

540 Lazy 8  
Chapmansboro TN 37035

Lot Number: [number]

#32

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024.

*Charles Williams*

*Ray Williams*  
Owner (Signed)

[NAME]

Owner (Printed)

*CHARLENE WILLIAMS*

*Ray Williams*

[ADDRESS]

Address

*33*

Lot Number: [number]

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024

*Charlotte Williams*

*Ray Williams*  
Owner (Signed)

[NAME]

Owner (Printed)

*CHARLOTTE WILLIAMS*  
*Ray Williams*

[ADDRESS]

Address

*34*

Lot Number: [number]

[...]

IN WITNESS WHEREOF, the undersigned, representing one (1) of one hundred percent (100%) of the Lot Owners and votes of the Lot Owners in Whifferdill, Inc., have executed this instrument as my/our agreement to bind myself/ourselves personally, and the property identified below owned by me/us, to all of the Provisions of the Amended and Restated Covenants, Conditions, and Restrictions for Whifferdill, Inc., as the same may be amended from time to time, this the 1 day of February, 2024.

  
Owner (Signed)

[NAME]  
Owner (Printed)

Trevor S. Graham

[ADDRESS]

Address

105 LAZY 8. Dr. 37035 CHAPMAN BORO, TN.  
Lot Number: [number]

37  
[...]