
LAURELWOOD SUBDIVISION
Brentwood, TN 37027

“**L**aurelwood had a small beginning and has changed very much. Before Laurelwood was developed, the area was a farm owned by Mr. And Mrs. Charlie Anderson. Charlois cattle were the main thing raised on the land, but there were also crops. It included not just Laurelwood, but Wildwood, too, and more!

“Laurelwood has two very old structures. One is a stone wall that was apparently built by slaves. The reason people think that it was built by slaves is that they found a small cabin next to it that was built around 1800. The wall used to go all the way along the Little Harpeth River, but now it only goes a small portion of the way. There is also a small cemetery in someone’s backyard. It has been there since the 1800s. Two studies have been done on it. They are contained in volumes I and II of ‘Directory-Williamson County, Tennessee-BURIALS.’”

Excerpts from a school report prepared by Erika Haglund, 1994. Erika’s complete report, “Laurelwood: From Farm to Neighborhood,” can be found at the Brentwood Public Library.

Laurelwood Subdivision was developed in the early 1970s by W.P. Russell Sr. and W.P. Russell Jr. Eighty-six lots comprise the Laurelwood Subdivision, with all but two having homes built upon them. Today, one will find Laurelwood residents to be many of the original homeowners, as well as new residents with young families.

When Mr. Russell Sr. and Mr. Russell Jr. developed Laurelwood, they placed certain restrictions on the lots that were designed to protect the owners and “those who may hereafter acquire title to any or all of said lots”. Those restrictive covenants were binding until January 1, 2000.

During the last half of the year 1999, a committee of Laurelwood homeowners drafted new, amended restrictive covenants to continue the protection of current owners and those to come. These amended restrictive covenants were approved by more than 70 percent of the then current homeowners, and they were filed in the appropriate offices in both Davidson and Williamson Counties.

The Amended Restrictive Covenants is a recorded document, a legal addendum to your deed, and legally enforceable in a court of law. When you signed the legal documents to purchase your home, you agreed to and became bound by the Restrictive Covenants, and your attention to this document is requested.

Mr. Russell Sr. and Mr. Russell Jr. also provided for the existence of the Laurelwood Civic Association. As stated in the bylaws, the goals of the Association include the promotion of the beauty, safety and security of Laurelwood, and to represent our common interests before governmental authorities. In addition, the Laurelwood Board of Directors is charged with overseeing compliance with the restrictive covenants.

Over the years, the efforts of members of the Association have resulted in paving of our streets, installation of security lights, and landscaping and maintenance of the entrance. Other accomplishments include installation of fire hydrants, sewers, street signs and annexation to the City of Brentwood.

Your Board of Directors solicits your support through membership dues and active participation in all phases of the Association's functions. Our fiscal year is September 1 through August 31. Membership in the Laurelwood Civic Association is voluntary, with dues maintained at a reasonable level. Your support in the past is appreciated, and we ask for your continued effort in promoting 100% participation of all Laurelwood residents.

Board of Directors
Laurelwood Civic Association
November 2010

APPENDIX II - AMENDED RESTRICTIVE COVENANTS

Recorded in Book 1934, page 159-175, Register's Office for Williamson County, Tennessee.

Recorded as Instrument No. 199912060300200, Register's Office, Davidson County, Tennessee.

1. No lot shall be used except for residential, church or public school purposes.
 2. No residential structure on any lot shall be used for, designed, or constructed for more than one family.
 3. Before any lots may be used for church purposes, there shall be obtained: (a) approval of the Laurelwood Civic Association, or its assigns, for the use of said lots; and (b) the approval of the Laurelwood Civic Association, or its assigns, of the plans of the building, or buildings, proposed to be constructed on said lots, together with a plot plan showing the location of said building on said land. No church building or buildings shall be constructed on less than five (5) adjoining lots. Adequate off-street parking shall be provided.
 4. No lot or lots as shown hereon shall again be subdivided, re-subdivided, altered or changed so as to produce less area than hereby established, unless otherwise approved by the Brentwood Planning Commission and/or the Davidson County Planning Commission, and under no condition shall such lot or lots have more than one residential building constructed or maintained on any one said lot.
 5. No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.
 6. No poultry, livestock, ponies, swine or other animals shall be allowed or maintained on any lot, at any time, provided however, this shall not preclude the keeping of dogs, cats, or other household pets as such, provided further, however, that nothing shall permit the keeping or raising of dogs, cats, or other animals for commercial purposes. Under no circumstances shall vicious or offensive pets be permitted to run at large or become a nuisance or disturbance to the neighborhood. No trade or business may be conducted in or from any residence, except that the owner residing in the residence may conduct business activities within the residence 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 residence; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve persons coming onto the property who do not reside in the property or door-to-door solicitation of the residents of the properties; and (d) the business activity is consistent with the residential character of the property and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the Laurelwood Civic Association, or its assigns.
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7. No one may use as a temporary or permanent residence a trailer, basement, tent, shack, garage, barn, treehouse or other out building.

8. No building shall be constructed or maintained on any lot nearer the front of the lot than the set-back line, as shown on the recorded plan; provided open porches, either covered or uncovered, bay windows, steps, or terraces, shall be permitted to extend in front of the set-back line, so long as the remaining portion of the structure does not violate the set-back line. All other lines shall conform to the zoning regulations of the Brentwood Planning Commission and the Davidson County Planning Commission.

9. A perpetual easement is reserved for each lot, as shown on the recorded plan, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc. and no structure of any kind shall be erected or maintained upon or over said easement.

10. It shall be obligatory upon all owners of lots in Laurelwood to consult with the proper county or city Highway Department before constructing or placing any driveways, culverts, gradings, drainage or any other structure which may interfere with the roadway or acceptance of the roadway into the county or city highway road system.

11. Overhang easements as shown on the recorded plat shall be for the purpose of construction, maintaining, openings, etc., for the overhead wires, cables, etc. of public utilities such as electric telephone, etc.

12. Drainage easements as shown on the plat shall be for the purpose of maintaining, construction, opening or widening storm drains and open ditches. Drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas.

13. The sewerage from any residence, school or church on the premises shall be connected to sewer or to septic tank and disposal field approved by the Williamson County Sewage Disposal Management and/or Davidson County Health Department.

14. No resident, school or church structure shall be maintained on any lot unless the same be connected with and served with water from water supply lines.

15. On corner lots, no fence shall be constructed or maintained between either building or set-back line and either street. On all other lots, no fence shall be constructed or maintained between the front building or set-back line and the street, provided, however, the planting of hedges, shrubbery, or evergreens in lieu of a fence and extending to the front or sides of any lot is permitted, provided that such plantings shall not be maintained at a height in excess of forty-two (42) inches. No chain-link or similar type of fencing will be allowed. No fence will be permitted that is over six (6) feet in height.

16. Any garage or carports erected on said lots shall be attached to the residence, or garages may be installed in the basement of any residence. No detached garage shall be permitted on any lot. No dwelling shall be built without a minimum two-car garage or two-car carport. No garage or carport shall be permitted to open toward the front of any lot, except on corner lots it will be permissible to open a garage or carport toward one street if the house faces the other street.

17. Any outbuilding, shed, barn or any other separate structure constructed on a residential lot shall have a full masonry foundation with no exposed block, concrete or plaster above the grade level. Brick, siding and roofing are to match the residence. No imitation siding material may be used. Colors must match the trim color of the house. Roof design must be similar to the residence. No pre-fabricated or metal structure will be permitted. Any separate structure must be located with three (30 feet of the rear (back) side of the residence and may not exceed ten (10) feet by ten (10) feet in size.

18. Any residence erected on any lot as shown on said plan shall have a minimum living area, exclusive of any garage or carport, as follows: (a) One floor plan with attached garage or carport shall have at least 2,300 square feet. (b) One floor plan, with garage in basement (this includes a plan with finished rooms over the garage), shall have at least 2,500 square feet. (c) Split level or two story, a minimum of 2,600 square feet.

19. All buildings or structures of any kind constructed on any lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior or above grade level.

20. The exterior walls of any and all buildings or structures of any kind shall have exterior walls of masonry such as brick, stone, stucco, etc. or wood siding. Any other type of siding used on exterior walls must be approved in writing by the Laurelwood Civic Association or its assigns.

21. No old house shall be permitted to be brought into the subdivision and to be placed or erected on any lot.

22. It shall be the purpose and intent of these restrictions to permit dwellings of good architectural design, workmanship and materials, and the plans and specifications for the erection or alterations of any building, fence, wall or other structure must be approved in writing by the Laurelwood Civic Association, or its assigns, prior to the time any such work is begun. The Laurelwood Civic Association, or its assigns, shall have the right to refuse plans which are not deemed by it as suitable or desirable. In the event the Laurelwood Civic Association, or its assigns, fails or refuses to approve or disapprove such plans submitted to it within 30 days after receipt of such plans, such failure or refusal to act shall be construed as an approval.

23. The Laurelwood Civic Association, or its assigns, reserves the right to enter upon any lot for the purpose of cutting grass and cleaning the lot, if the same be reasonably required, charging the expenses thereof, which shall become a lien upon the property.

24. Outside clothes lines will not be permitted under any conditions.

25. Swimming pools will be permitted, provided they do not interfere with sewer lines or septic tanks or disposal fields. Any pool must be below ground level and enclosed by a fence. No wading pools will be permitted larger than eight (8) feet in diameter and fifteen (15) inches deep. Bath houses and recreations rooms will be permitted to be attached to adjoining pool area.

26. No trailer, boat, camper, or camper installed on a motorized vehicle, or any other type of recreation vehicle will be permitted to be parked on any lot, except in an enclosed carport or garage.

27. No antenna(s) other than a television antenna shall be allowed, placed or maintained upon any portion of the property. No satellite dish(es) larger than twenty-four (24) inches shall be allowed, placed and maintained upon any portion of the property. A satellite dish must be attached to the house.

28. No motorized vehicle(s) may be parked off the driveway.

29. Any of the restriction imposed in this instrument may, at any time or times, be amended by a recorded instrument in writing, signed and acknowledged by the Laurelwood Civic Association. These restrictions may be amended as set out above by the owner or owners of at least seventy percent (70%) of the lots as shown on said plans of record in Williamson and Davidson County. Any additional restrictions may be imposed on said lots in the same manner.

30. The right of enforcement of each of these restrictive covenants is vested in the owners of each and all of the lots in LW, and any owner of any lot shall have the right at any time to compliance with said covenants, or any of them, or to prevent the violation of any of them, by the institution of an action at law or a suit in equity for injunctive or other relief. If any provision of this instrument shall be declared void or inoperative by any court of competent jurisdiction, the remaining provision shall constitute the restrictive covenants and remain in full force.

BYLAWS OF THE LAURELWOOD CIVIC ASSOCIATION

ARTICLE I

The name of the Association shall be the Laurelwood Civic Association.

ARTICLE II [OBJECTIVE]

The objective of the Association shall be:

- (a) The promotion of beauty, health, safety and security in the Laurelwood area.
- (b) To represent the residents of Laurelwood in matters of common interest before governmental authorities.

ARTICLE III [TERRITORY]

The territory of the Association shall be the area known as Laurelwood ordinarily defined as that subdivision south of Old Hickory Boulevard, north of the Harpeth River, west of the Tupper farm, and east of Wildwood. For the purpose of this Association, the territory will be further subdivided into three (3) areas as defined in Appendix I.

ARTICLE IV [MEMBERSHIP]

Section 1. Membership in the Association shall be open to any homeowner in Laurelwood upon payment of annual dues.

Section 2. Each household shall have one vote at membership meetings. Fractional votes will not be counted.

Section 3. The annual dues shall be determined at the annual meeting by vote of the members upon recommendation by the Board.

Section 4. Honorary members may be elected by the members at any membership meeting. Honorary members will be non-voting, will not pay dues, and may not be a resident of Laurelwood.

ARTICLE V [ORGANIZATION AND OPERATION]

Section 1. The Association shall be operated by a Board of Directors consisting of six directors and a treasurer.

Section 2. The association shall not sponsor any commercial or fund-raising activity (other than collection of dues from the members), or any other activity which might reasonably result in a claim or lawsuit being brought against its members.

Section 3. The Association is specifically prohibited from borrowing money.

Section 4. The Association shall be non-profit.

Section 5. The operating year shall be from September 1 through August 31.

Section 6. An Audit Committee of three (3) members shall audit the financial records of the Association at least once each year.

Section 7. The Association shall be responsible for the Restrictive Covenants as recorded and incorporated in these Bylaws in Appendix II.

ARTICLE VI [ELECTIONS]

Section 1. The directors will be elected by the membership at the annual meeting. The term of a director shall be two (2) years; except that the term of three (3) directors, one from each area, elected to the first Board shall be for one (1) year.

Section 2. No director shall serve consecutive two (2) year terms; however, a director filling an unexpired term (of less than one (1) year) may be elected to a full term.

Section 3. Two directors shall reside in each of the three (3) areas of Laurelwood as defined in Appendix I.

Section 4. The treasurer shall be elected by the membership at the annual meeting. The term of the treasurer shall be one (1) year.

Section 5. No treasurer may serve more than two (2) consecutive terms, including an unexpired term.

Section 6. If a director, or the treasurer, or member of the Audit Committee should resign, move from Laurelwood or otherwise become unavailable to serve the term to which elected, the Board shall fill the vacancy until the next regular membership meeting.

Section 7. The Audit Committee shall be elected by the membership at the annual meeting. The term of each member of the Audit Committee shall be three (3) years, except that the terms of the three (3) members of the first Audit Committee shall be one each of one (1) year, two (2) years, and three (3) years.

Section 8. Within 14 days following the Annual Meeting the Board of Directors shall meet and elect from its directors a President, a Vice President and a Secretary.

Section 9. No less than 30 days prior to the Annual Meeting, the President shall appoint a Nominating Committee of three (3) members - one from each area. No more than one (1) member of the Nominating Committee shall be a member of the Board. The Nominating Committee shall report to the President not less than 14 days before the Annual Meeting, their nominations for directors, the treasurer, and members(s) of the Audit Committee; and that the nominees are members in good standing, and are willing and able to serve.

ARTICLE VII [DUTIES OF OFFICERS]

Section 1. The President shall preside at all regular and called meetings of the membership and of the Board. The President shall appoint all committee chairmen and the Nominating Committee.

Section 2. The Vice President shall serve in the absence of the President and shall serve as the Membership Chairman.

Section 3. The Secretary shall record the minutes of all regular and called meetings of the membership and of the Board.

Section 4. The Treasurer shall be custodian of the Association funds and financial records. The Treasurer shall disburse by check, all checks shall be signed by the Treasurer and the President, or Vice President in the absence of the President.

ARTICLE VII [MEETINGS]

Section 1. The annual meeting of the membership shall be held in August. The membership shall be notified at least 14 days in advance of the meeting.

Section 2. The order of business for the annual meeting shall be:

- a. Determination of the presence of a quorum
- b. The minutes of the last annual meeting and subsequent membership meetings.
- c. Report of the treasurer.
- d. Report of the Audit Committee.
- e. Report of the Board by the President or Board member designated by the President to make the report and reports of committees as designated by the President.
- f. Unfinished business.
- g. Report of the Nominating Committee
- h. Nominations from the floor will be accompanied by a statement that each nominee is a member in good standing, and able and willing to serve.
- i. Election of directors.
- j. Election of treasurer
- k. Election of Audit Committee member(s)
- l. New business.

Section 3. A meeting of the membership may be called by three (3) members of the Board or ten (10) members of the Association within ten days.

Section 4. The Board shall meet regularly at least once each four months; the time and place set by the President.

Section 5. A special meeting of the Board may be called by the President, or the Vice President in the absence of the President, or by three (3) Board members, or by ten (10) members of the Association. A special board meeting so called shall be held within ten (10) days.

Section 6. No matter may be approved by the Board with less than four (4) affirmative votes.

Robert's Rules of Order shall govern all meetings of the Association.
