



Silver Spring Valley

A QUALITY RESIDENTIAL DEVELOPMENT

SPECIFIC PLAN (SP) DISTRICT

April 22, 2010

For

Owner / Developer:

Y & H Tennessee Partnership

By

Anderson, Delk, Epps & Associates Inc.

ENGINEERING/PLANNING/SURVEYING

618 GRASSMERE PARK DRIVE / SUITE 4
NASHVILLE, TENNESSEE 37211

Final Copy
06 / 22 / 10

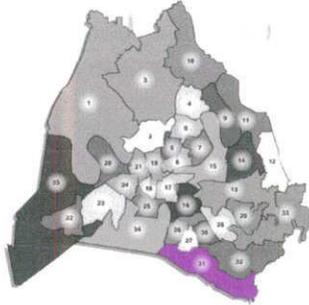
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SILVER SPRING VALLEY SPECIFIC PLAN ZONING DISTRICT

Application #: 2007SP-031-001

Council District: 31



Council Member :



Mr. Parker Toler

Parcel ID #: Map 187, Parcel 10, 38, and 166

Submittal Date: April 2, 2010

Developer: Fred Yazdian
Y & H Tennessee Partnership
7177 Nolensville Road
Nolensville, Tennessee 37211

Submitted by: Anderson, Delk, Epps & Associates, Inc.
618 Grassmere Park Drive, Suite 4
Nashville, Tennessee 37211

PURPOSE AND INTENT OF THE PROPOSED SP DISTRICT:

The purpose of the proposed Specific Plan (SP) District is to allow for the development of 362 Single Family Lots. The development will be a mixture of housing types with 151 street access House Lots, 209 alley access Cottage Lots, and 2 street access Estate Lots. At the Pre-Application Conference with Metro Planning, the staff suggested that the Developer use the SP District due to the site constraints. These constraints consist of the size, shape and location of the property, minimum building setbacks, roadway right-of-ways, blue line drains, etc. Due to all the existing restrictions on the property, the SP District gives the required flexibility to develop the tract of land. The Councilman and Developer believe the SP District will allow the property to be developed in a way that will meet the neighborhood's concerns and market demands and be suitable to the site and surroundings.

PROPOSED PLANS CONSISTENCY WITH THE GOALS/OBJECTIVES OF THE GENERAL PLAN:

The Land Use Policy is "T3 Suburban Neighborhood Evolving"
(Resolution No. RS2010-23)

The plan meets the goals of the T3 Suburban Neighborhood Evolving Transect Category as set forth in *The Community Character Manual 2008*. The manual places a T3 Suburban Transect Category on the property, of which the Neighborhood Evolving category supports densities from 4 dwelling units per acre to 20 dwelling units per acre,

PROPOSED SP DEVELOPMENT FOR T3 SUBURBAN TRANSECT CATEGORY WOULD HAVE THE FOLLOWING CHARACTERISTICS:

- The development has good regional accessibility. The proposed development is bounded to the north by Burkitt Road, which is designated as a U4-Urban 4 Lane Arterial.
- Proposed Development will dedicate Right of Way along Burkitt Road to provide a width of 60 feet. A Right of Way Reservation of 42 feet from center line of Burkitt Road is proposed to allow for the future improvement of this roadway to the designated U4-Urban 4 Lane Arterial.
- It will provide proposed and future roadway and pedestrian connectivity between Burkitt Road, Kidd Road, and the adjacent properties.

**PROPOSED SP DEVELOPMENT FOR T3 SUBURBAN TRANSECT CATEGORY
WOULD HAVE THE FOLLOWING CHARACTERISTICS (CON'T):**

- The development would interface well with existing and proposed developments in the surrounding area and provide a smooth transition from one area to another.
- The proposed development will have a perimeter landscape easement around the outer boundary of the site. This vegetated easement will provide screening between the development and adjacent properties.
- The proposed development will consist of a mixture of housing types. Both street access and alley access houses are proposed.
- A buffer/conservation area shall be placed along the streams that flow across and adjacent to the property. These areas will remain undisturbed, and the natural condition of the drains will be preserved.
- Several parks are to be scattered throughout the development with access to the pedestrian network.
- The use of large open space areas will allow for a greater number of existing trees to remain undisturbed.



LIST OF PROPOSED ALLOWABLE USES:

The only use in the proposed SP District would be Single Family Homes



EXISTING CONDITIONS ON THE SITE:

The site is vacant at the present time. It is bounded on the north by Burkitt Road, the south by the County Line, the west by the Proposed SP plan Jennings Springs (2008SP-024G-12) and the Residential PUD Burkitt Place (2004P-035G-12), and to the east by several parcels zoned AR2A. The site vegetation consists of grass, weeds, brush, shrubs, and small to large trees. Existing blue line drains touch a portion of the western boundary line, as well as crossing the site near the county line.

The site is currently zoned AR2A.

The existing Land Use Policy for the area is T3 NE – T3 Suburban Neighborhood Evolving. The T3 Suburban Transect Category is the bridge between rural and urban transect areas with the purpose of thoughtfully transitioning from the least dense natural and rural environment to the denser urban environment. The proposed development would be classified in the T3 Suburban Neighborhood Evolving Transect Category, which accommodates developments with densities from 4 dwelling units per acre to 20 dwelling units per acre with a range of housing types.

The Proposed SP District (Silver Spring Valley) would permit only Single Family Lots.

BUILDING AND LOT STANDARDS - COTTAGE:

A Cottage type house is a small lot single-family residential building that occupies the center of its lot with setbacks on all sides. Vehicular access is via a rear alley with a primary pedestrian entrance located along the street frontage.

Bulk Standards:

Minimum Lot Area: 4,000 square feet

Maximum Lot Coverage : 0.65

Minimum Lot Width : 40 ft. / 45 ft. for corner lots

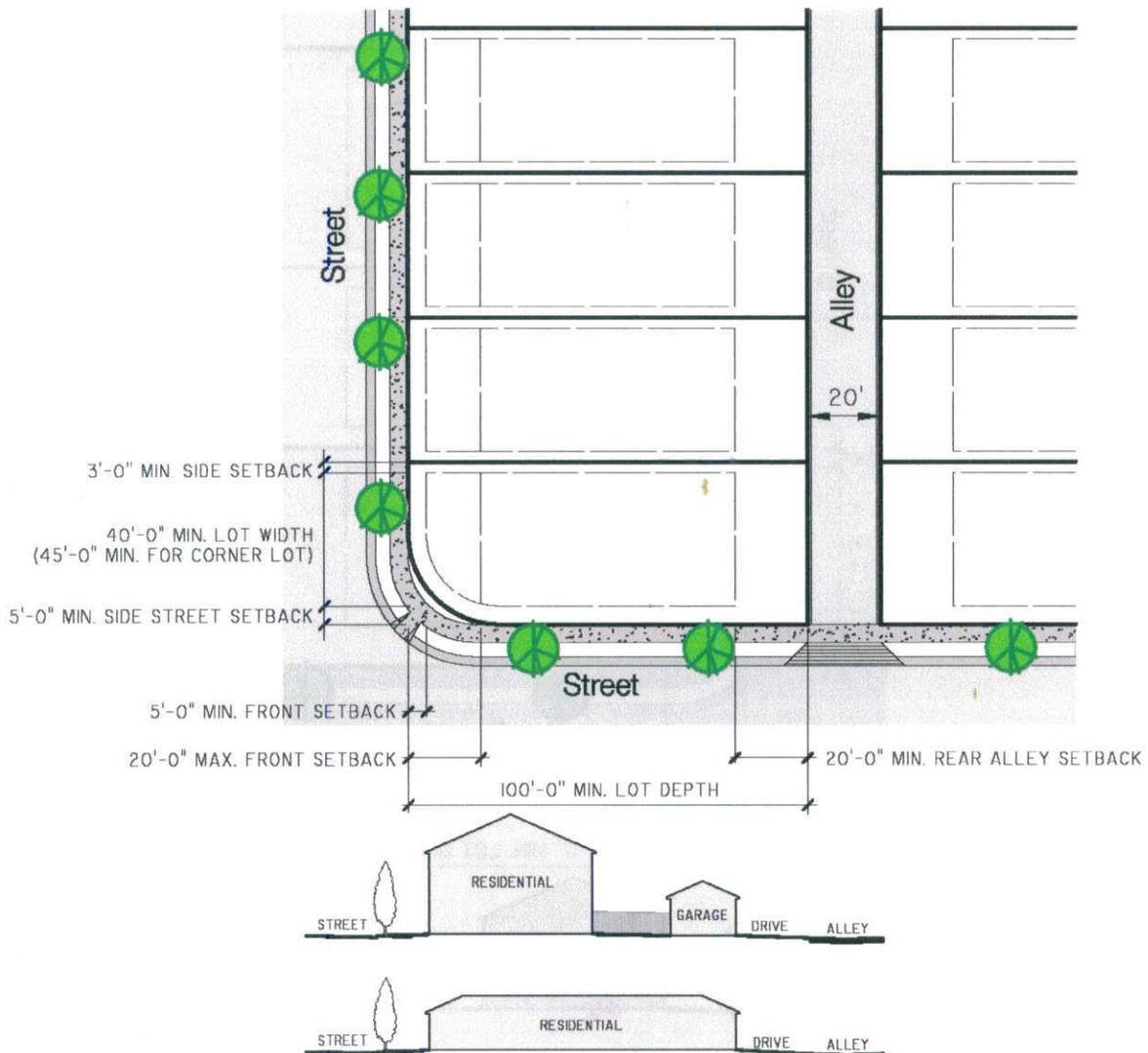
Minimum Lot Depth: 100 ft.

Building Setbacks :

Minimum Front Setback : 5 ft Minimum
20 ft Maximum

Minimum Side Setback : 3 ft Lot
5 ft Street

Minimum Rear Setback : 20 ft Minimum from Alley R-O-W



BUILDING AND LOT STANDARDS - HOUSE:

A House type house is a mid-sized single-family residential building that occupies the center of its lot with setbacks on all sides. Vehicular access is via a front driveway with a primary pedestrian entrance located along the street frontage.

Bulk Standards:

Minimum Lot Area: 5,000 square feet

Maximum Lot Coverage : 0.65

Minimum Lot Width : 50 ft. / 55 ft. for corner lots

Minimum Lot Depth: 100 ft.

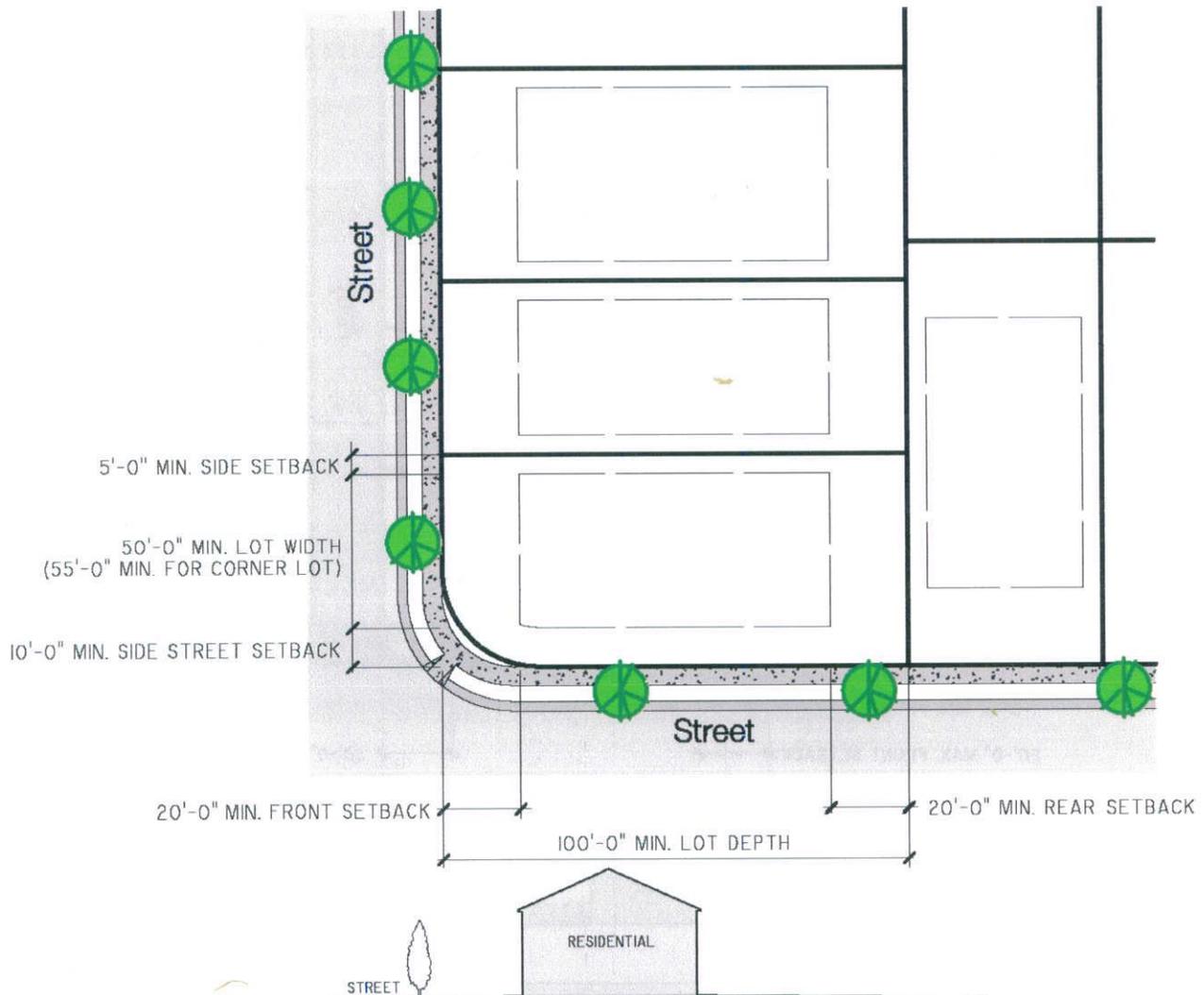
Building Setbacks :

Minimum Front Setback : 20 ft All Street Classifications

Minimum Side Setback : 5 ft Lot

10 ft All Street Classifications

Minimum Rear Setback : 20 ft



BUILDING AND LOT STANDARDS - ESTATE:

An Estate type house is a large sized single-family residential building that occupies the center of its lot with setbacks on all sides. Vehicular access is via a driveway with a primary pedestrian entrance located along the street frontage. This lot type is to be used for the lots that front Burkitt Road. Driveway access is to be from the proposed entrance road to the development and shall not access directly off of Burkitt Road.

Bulk Standards:

Minimum Lot Area: 10,000 square feet

Maximum Lot Coverage : 0.55

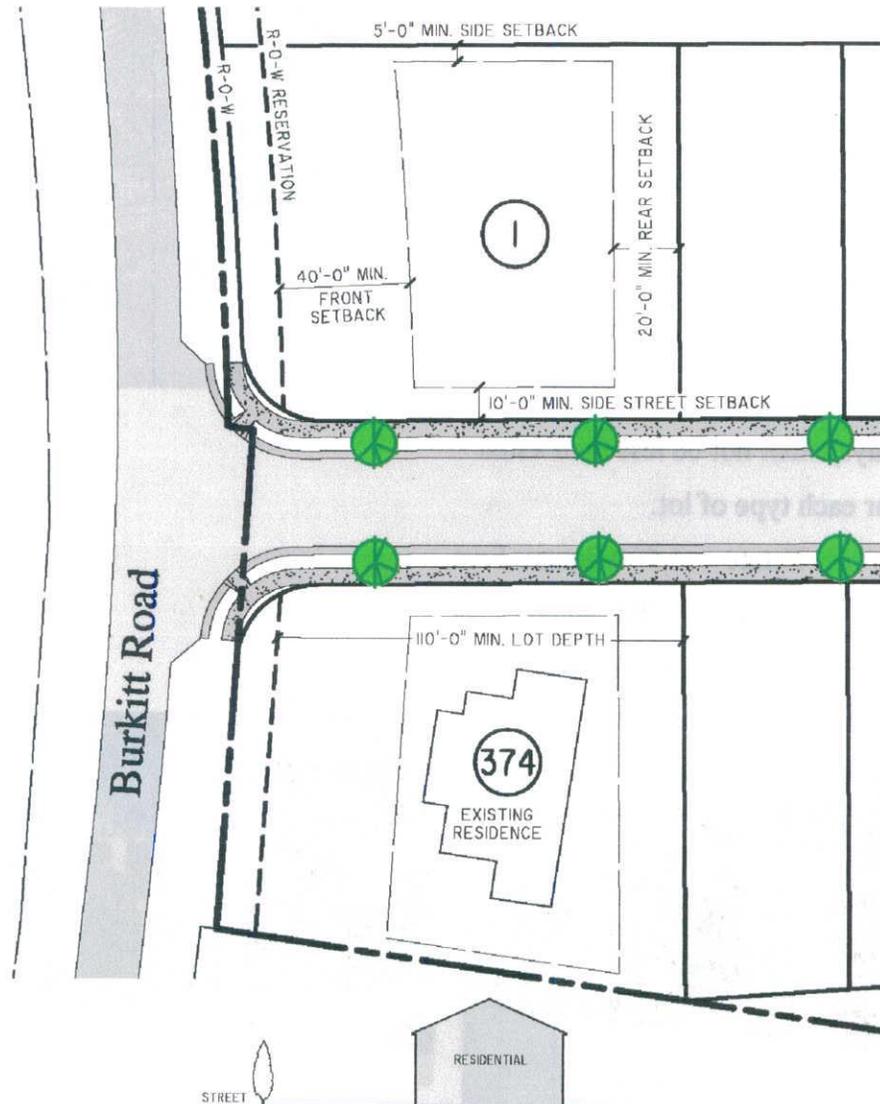
Minimum Lot Depth: 110 ft.

Building Setbacks :

Minimum Front Setback : 40 ft (from Right-of-Way Reservation)

Minimum Side Setback : 5 ft Lot
10 ft Street

Minimum Rear Setback : 20 ft



BULK PROVISIONS:

PLANNING AND LOT STANDARDS - ESTATES

Site Area : 89.36± Acres

Number of Lots Proposed:

Estate : 2

House : 151

Cottage : 209

Total : 362

Maximum Building Height: 3 Stories

Proposed Density: 4.05 Units/Acre

Open Space (Approximate Areas):

Usable : 13.67± Ac.

Landscape Easements : 3.21± Ac.

Stream Buffers : 2.00± Ac.

Detention Areas : 3.69± Ac.

Total : 22.57± Ac.

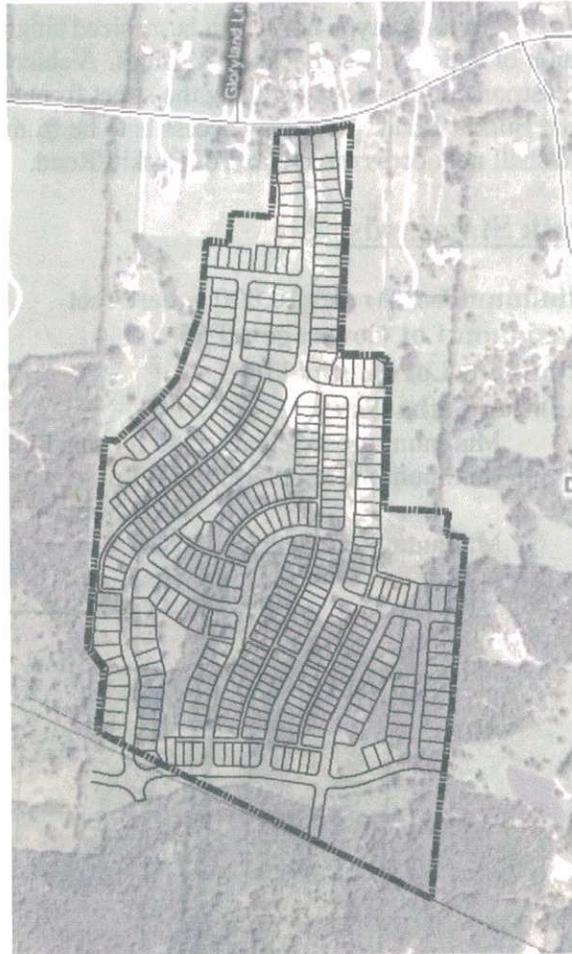
Minimum Square Footage

Within Improvements: The living area of the main residential structure (exclusive of open porches, patios, garages, and breezeways) shall not be less than listed below for each type of lot.

Estate : 1,900 Square Feet

House : 1,700 Square Feet

Cottage : 1,500 Square Feet



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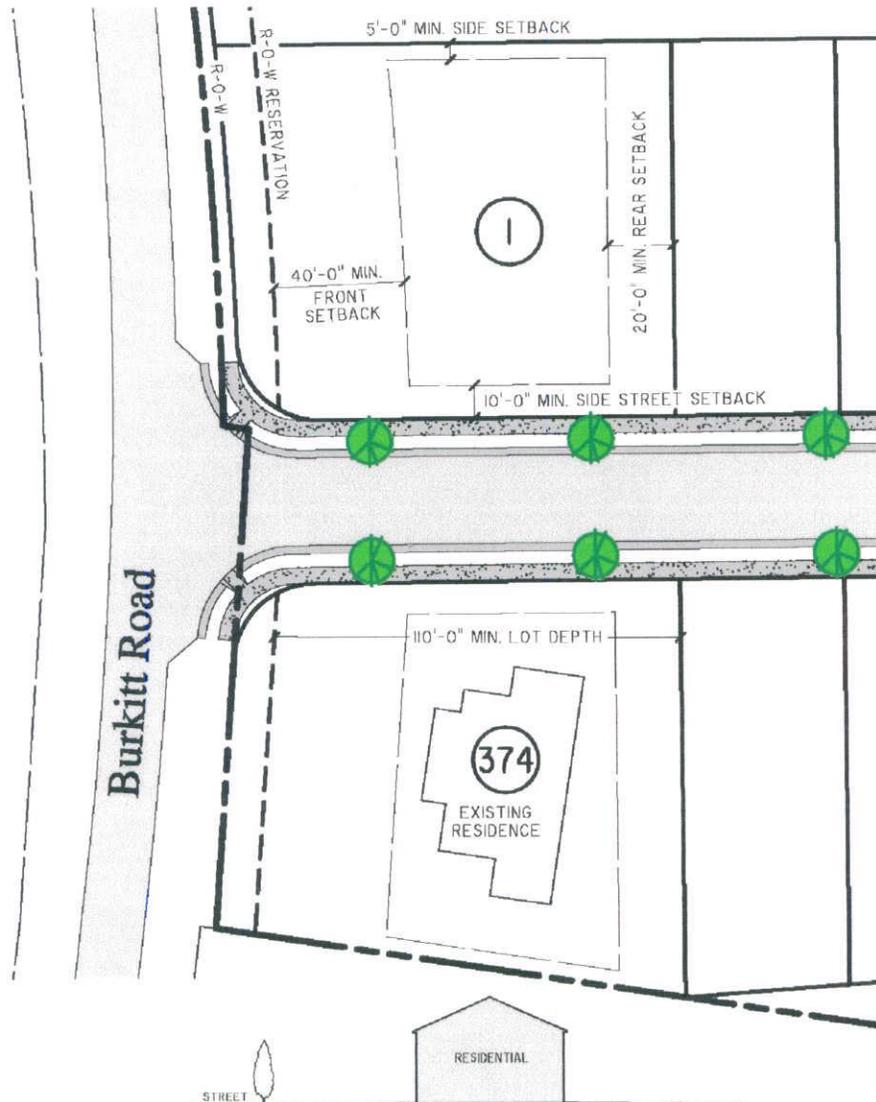
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ARCHITECTURAL STANDARDS:

2014/01/14 10:21:11 AM

General:

1. Rhythm of ground floor architectural features shall harmonize with rhythm of upper stories.
2. Long, uninterrupted wall planes on public streets or paths shall be avoided.
3. Buildings shall have relatively flat fronts.
4. Outdoor equipment such as HVAC equipment, meters, and panels shall be placed to the side or rear of the building or otherwise screened from streets.
5. Buildings on corner lots shall address both streets with architectural features and massing elements, including porches, windows, bays, or other façade enhancements.
6. Wall openings in adjacent buildings shall not face each other to give privacy to occupants. On adjacent lots, the building built first shall set precedence with respect to location and positioning of wall openings.



Walls:

1. Building walls shall be finished in brick, stone, masonry siding products, or fiber cement siding/shingles.
2. Building foundations shall be parged or textured block, brick or stone masonry, or masonry veneer.
3. Retaining walls shall be concrete, brick, stone, masonry or masonry veneer.



Attachments:

1. Piers and arches shall be finished in masonry or stucco.
2. Porches may be enclosed with glass or screens; however, glass enclosures are not permitted on the principal front façade.
3. Decks shall not be permitted in front or side yards.

Roofs:

1. Roofs shall be clad in asphalt shingles, galvanized or painted steel, or copper.

Trim:

1. Trim shall consist of Vinyl or Aluminum Trim

EXAMPLES OF BUILDING MATERIALS:

COMMUNITY DEVELOPMENT



Brick Wall with Stone Accent



Brick Wall with Metal Roof



Brick Wall with Siding Accent



Brick Wall with Asphalt Shingle Roof



Solid Stone and Brick Walls



Siding Wall with Asphalt Shingle Roof and Metal Patio Roof



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EXAMPLES OF BUILDING MATERIALS:



Brick Wall with Stone Accent



Brick Wall with Metal Roof



Brick Wall with Siding Accent



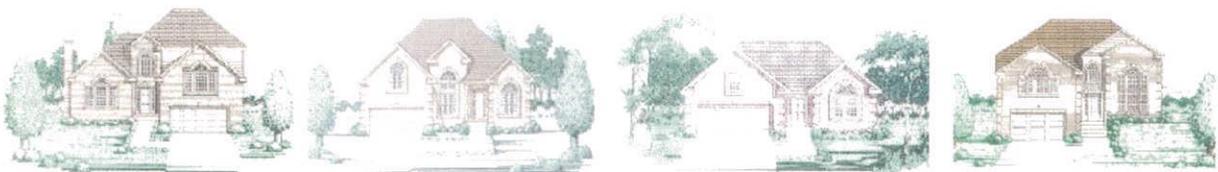
Brick Wall with Asphalt Shingle Roof



Solid Stone and Brick Walls



Siding Wall with Asphalt Shingle Roof and Metal Patio Roof



INFRASTRUCTURE DEFICIENCY AREA (IDA):



While the proposed development is located outside of the Infrastructure Deficiency Area as shown on the Transportation Deficiency Area Plan of the Southeast Community Plan : 2004 Update, the IDA area was extended to include the proposed development on February 25, 2010 with Resolution Number RS2010-23.



800 2nd Ave S
Nashville, TN 37210
www.nashville.gov/mpc

Parcel ID: 18700001000
Property Address: 6891 BURKITT RD
ANTIOCH, TN 37013
Owner Information: Y & H TENNESSEE
PARTNERSHIP, G.P.
2627 GRANDVIEW
NASHVILLE, TN 37211
Date Acquired:
10/27/2005
Document: DB-20051031
0131233



General Information: Census Tract: 19114
Council District: 31
Land Use: 085, FARM
BUILDINGS ONLY

Property Information: Description: S SIDE BURKITT RD E OF NOLENSVILLE PK
Acreage: 64.33
Dimensions: X
Document: QC-20051031 0131231

Zoning:

Zoning: AR2A,
AGRICULTURAL
Date Effective: 12/24/1974
Case Number:
Bill Number: 073-650

Overlays:

Assessment Information: Sale Price: \$1,383,074.00
Date Assessed: 1/1/2009
Classes: F
Land Appraised Value: \$1,137,400.00
Improvement Appraised Value: \$15,300.00
Total Appraised Value: \$1,152,700.00
USD/GSD: GENERAL SERVICES DISTRICT
Service Area/Field Book: 05D 20201

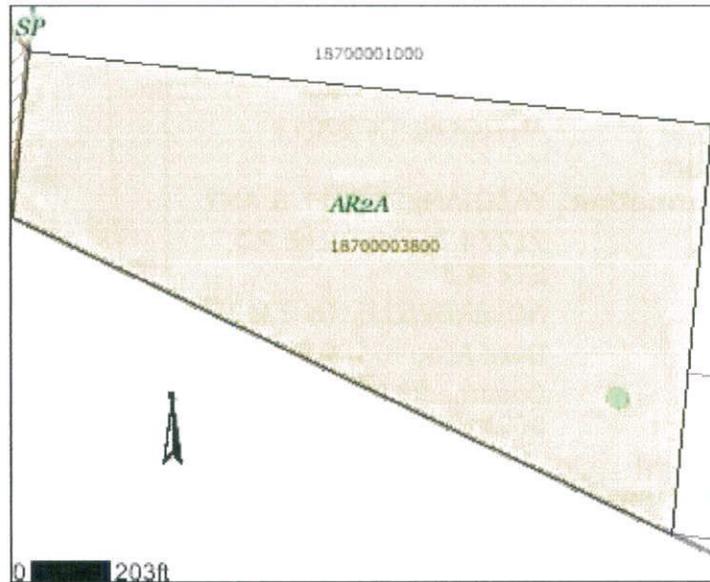
Created: 7/21/2009 3:13:31 PM



Parcel ID: 18700003800
Property Address: 0 KIDD RD
ANTIOCH, TN 37013

Owner Information: Y & H, G. P.
2627 GRANDVIEW AV
NASHVILLE, TN 37211
Date Acquired: 10/6/2005
Document: DB-20051007
0121788

General Information: Census Tract: 19114
Council District: 31
Land Use: 080, VACANT
RURAL LAND



Property Information: Description: N. OF KIDD ROAD S. OF BURKITT ROAD
Acreage: 25.34
Dimensions: 0X0
Document: BD-00000116 0000109

Zoning: Zoning: AR2A,
AGRICULTURAL
Date Effective: 12/24/1974
Case Number:
Bill Number: O73-650

Overlays:

Assessment Information: Sale Price: \$1,209,224.00
Date Assessed: 1/1/2009
Classes: F
Land Appraised Value: \$191,100.00
Improvement Appraised Value: \$0.00
Total Appraised Value: \$191,100.00
USD/GSD: GENERAL SERVICES DISTRICT
Service Area/Field Book: 05D 21890

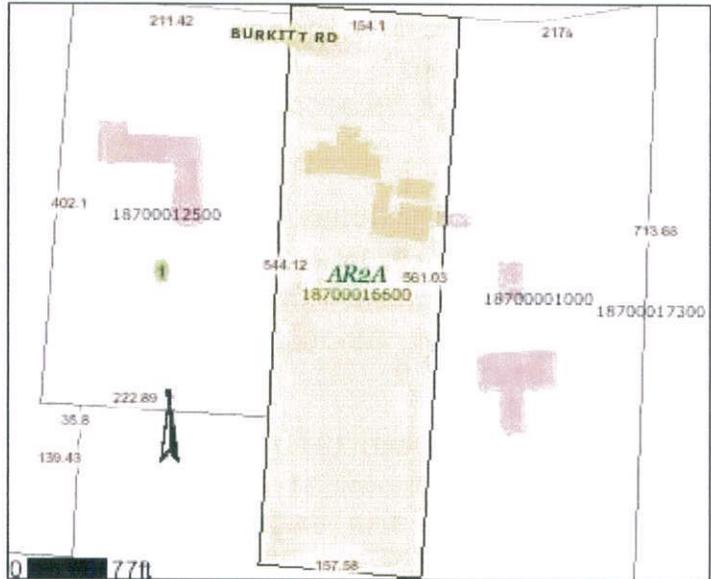


Parcel ID: 18700016600

Property Address: 6891 BURKITT RD
ANTIOCH, TN 37013

Owner Information: YAZDIAN, RACHEL & AMY
7177 NOLENSVILLE RD
STE B 3
NOLENSVILLE, TN 37135
Date Acquired: 9/22/2008
Document: DB-20080924
0097135

General Information: Census Tract: 19114
Council District: 31
Land Use: 081, SFD(S) -
RURAL



Property Information: Description: LOT 1 GENE SMITH SUBDIVISION SEC 2
Acreage: 2
Dimensions: 154X561
Document: PL-20000621 0061766

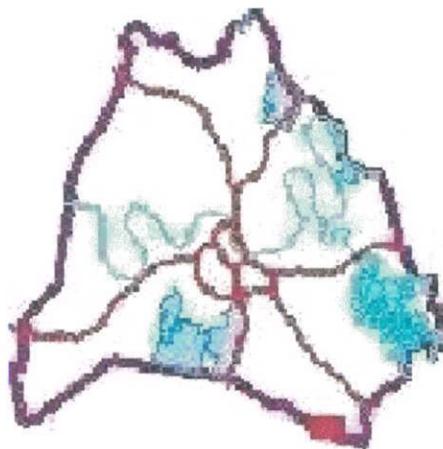
Zoning:
Zoning: AR2A,
AGRICULTURAL
Date Effective: 12/24/1974
Case Number:
Bill Number: 073-650

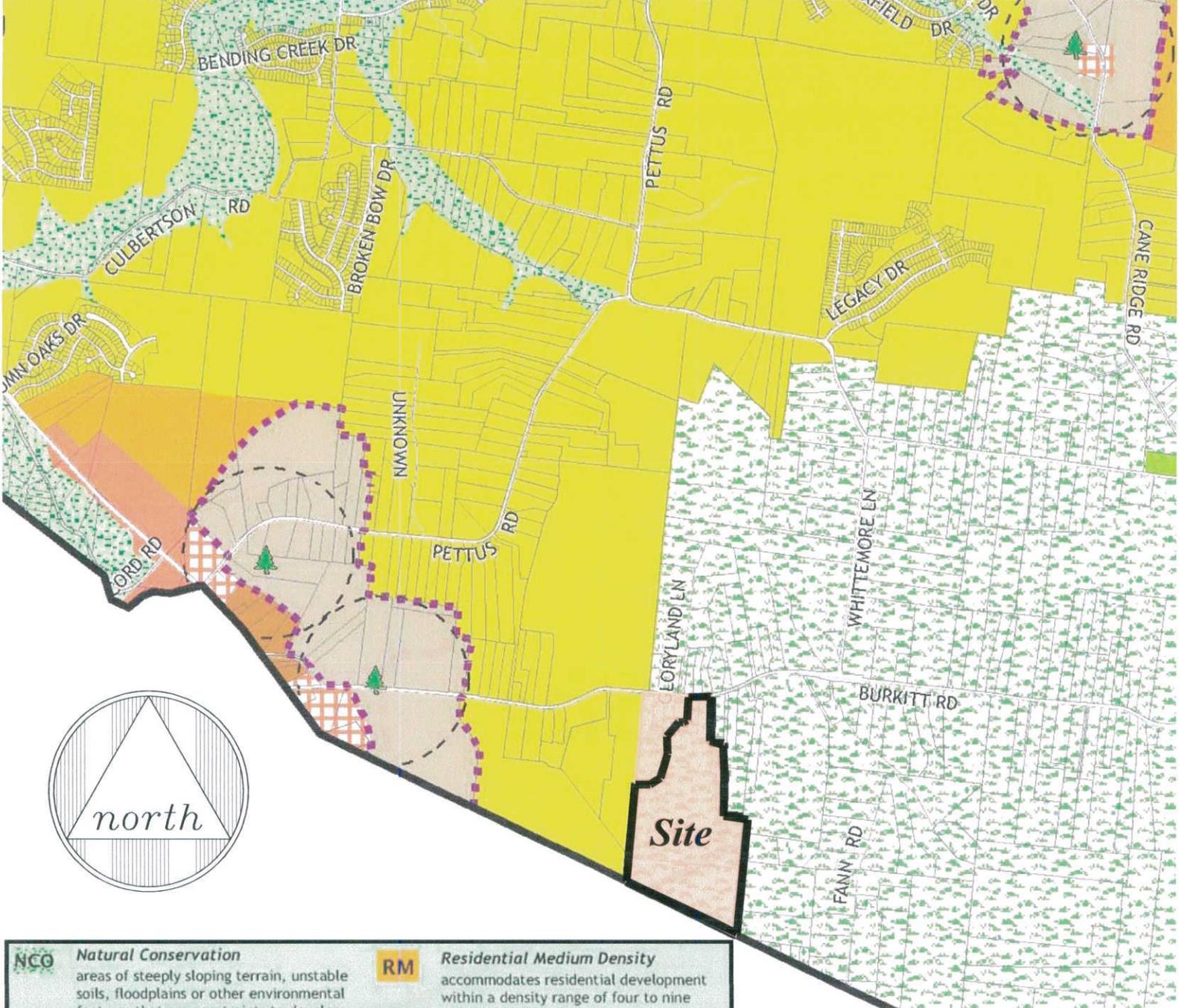
Overlays:

Assessment Information: Sale Price: \$370,000.00
Date Assessed: 1/1/2009
Classes: R
Land Appraised Value: \$110,500.00
Improvement Appraised Value: \$149,700.00
Total Appraised Value: \$260,200.00
USD/GSD: GENERAL SERVICES DISTRICT
Service Area/Field Book: GSD 03024



- Street Names
- Airport
- Railroad
- Interstates
- Ownership Parcels
- Planned Unit Developments
- Zoning
- Lakes and Water Bodies
- Satellite Cities
- County Boundary





NCO	Natural Conservation areas of steeply sloping terrain, unstable soils, floodplains or other environmental features that are constraints to development. Intended to be rural in character, with very low intensity development.	RM	Residential Medium Density accommodates residential development within a density range of four to nine dwelling units per acre.
R	Rural intended for agricultural, open space, and large-lot (2-acre minimum) residential.	CG	Corridor General appropriate for civic, institutional, educational, and higher-intensity residential development along a major corridor.
OS	Open Space encompasses a variety of public, private not-for-profit, and membership-based open space and recreational activities.	NC	Neighborhood Center small, intense areas that act as local centers of activity. A "walk-to" area for the surrounding neighborhood it serves, it provides daily convenience needs.
NG	Neighborhood General allows for residential development in a more traditional neighborhood pattern, with a mixture of housing types at moderate densities.	CC	Community Center mix of retail and service that serves several neighborhoods. Also contains higher-intensity residential.
RLM	Residential Low-Medium Density accommodates residential development within a density range of two to four dwelling units per acre.		Potential Park

 Highlighted area was changed to T3 Suburban Neighborhood Evolving on February 25, 2010 (Resolution No. RS2010-23)

Southeast Community Structure Plan

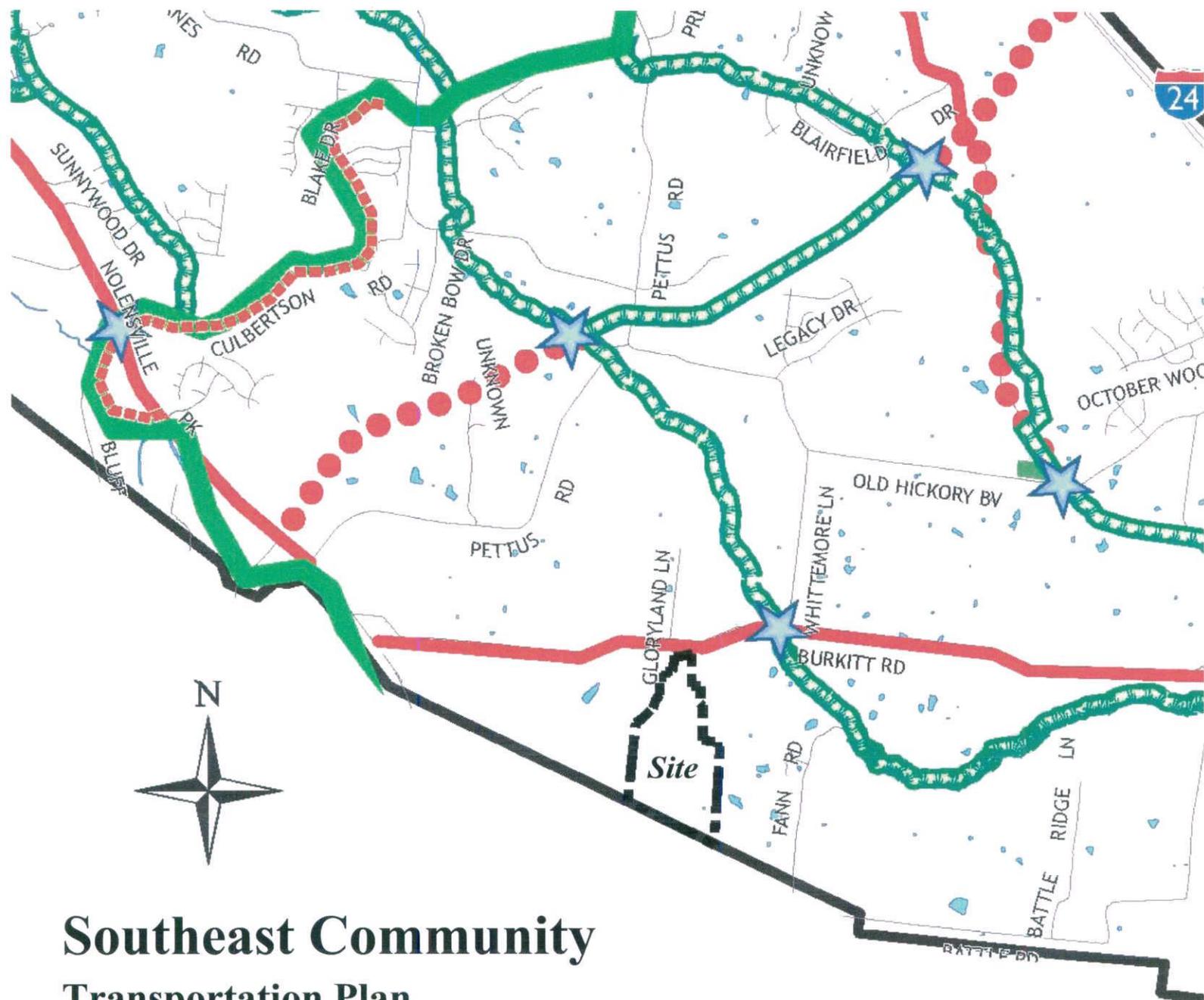
2004 Update



Southeast Community

Transportation Plan
2004 Update

Major Streets		Collector Streets	
	Existing Major		Existing Collector
	Proposed Major		Proposed Collector
Required Street Connections			

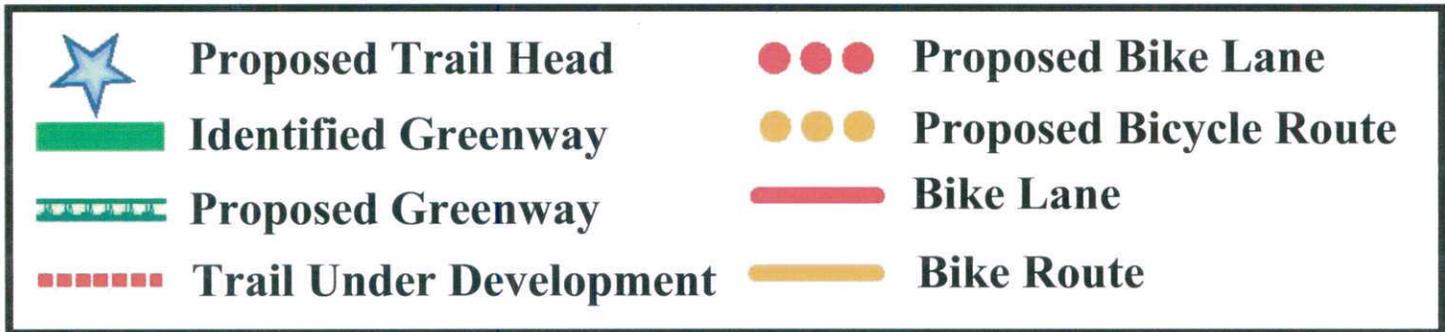


Southeast Community

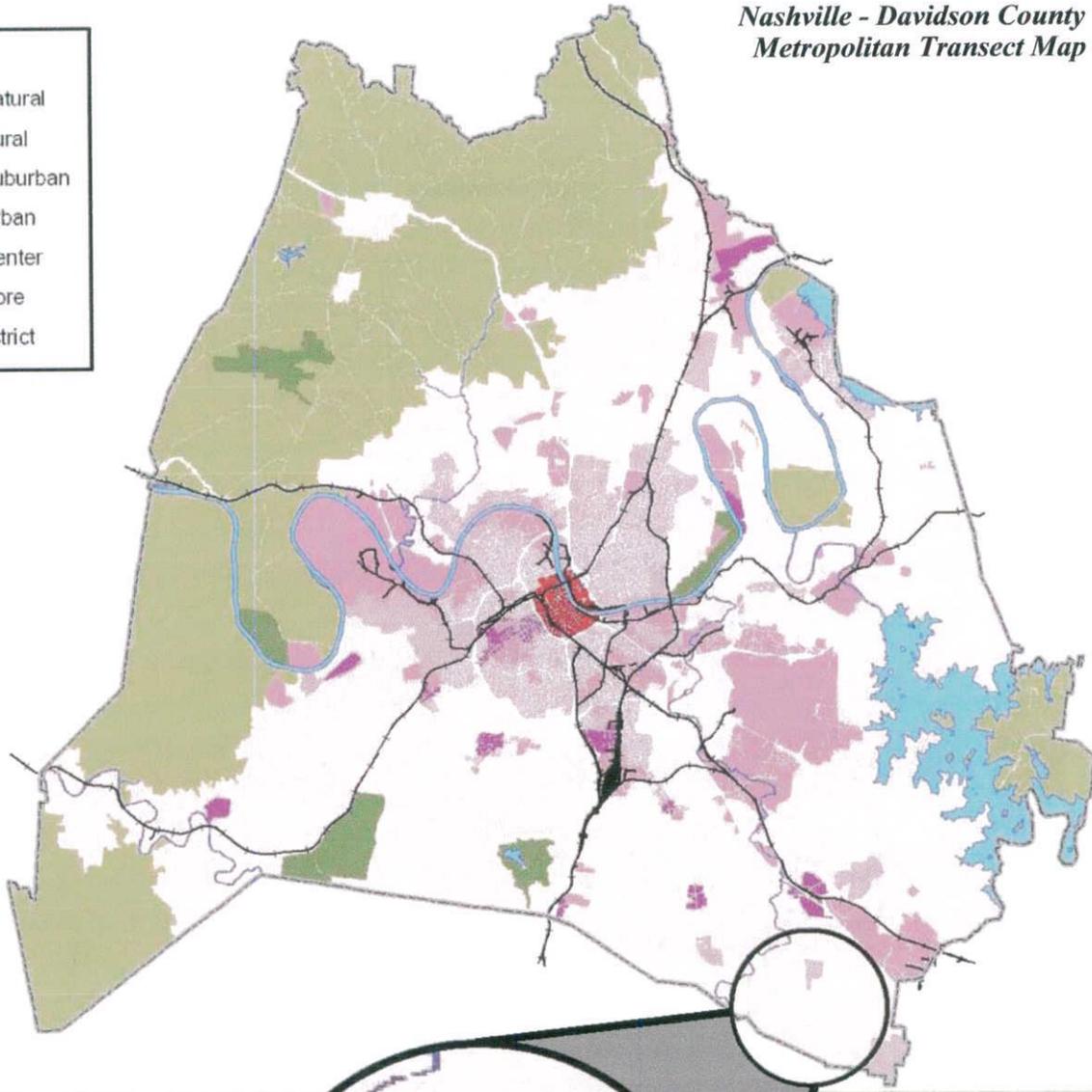
Transportation Plan

2004 Update

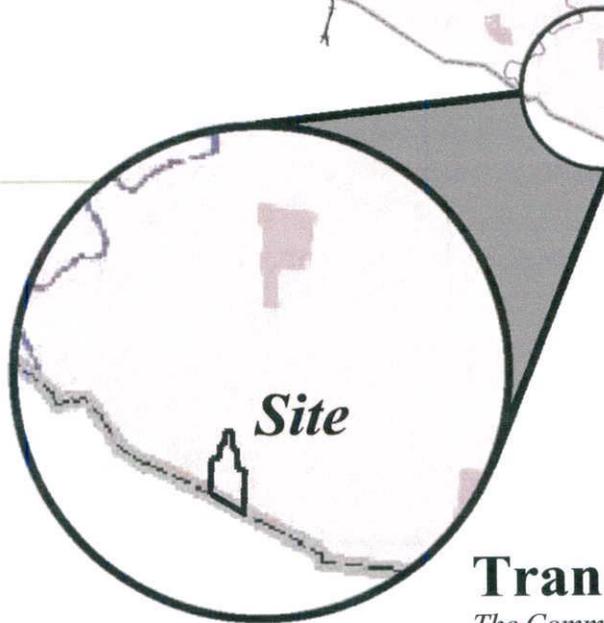
Pedestrian Network



Transect	
	T1 Natural
	T2 Rural
	T3 Suburban
	T4 Urban
	T5 Center
	T6 Core
	D District



Suburban T3

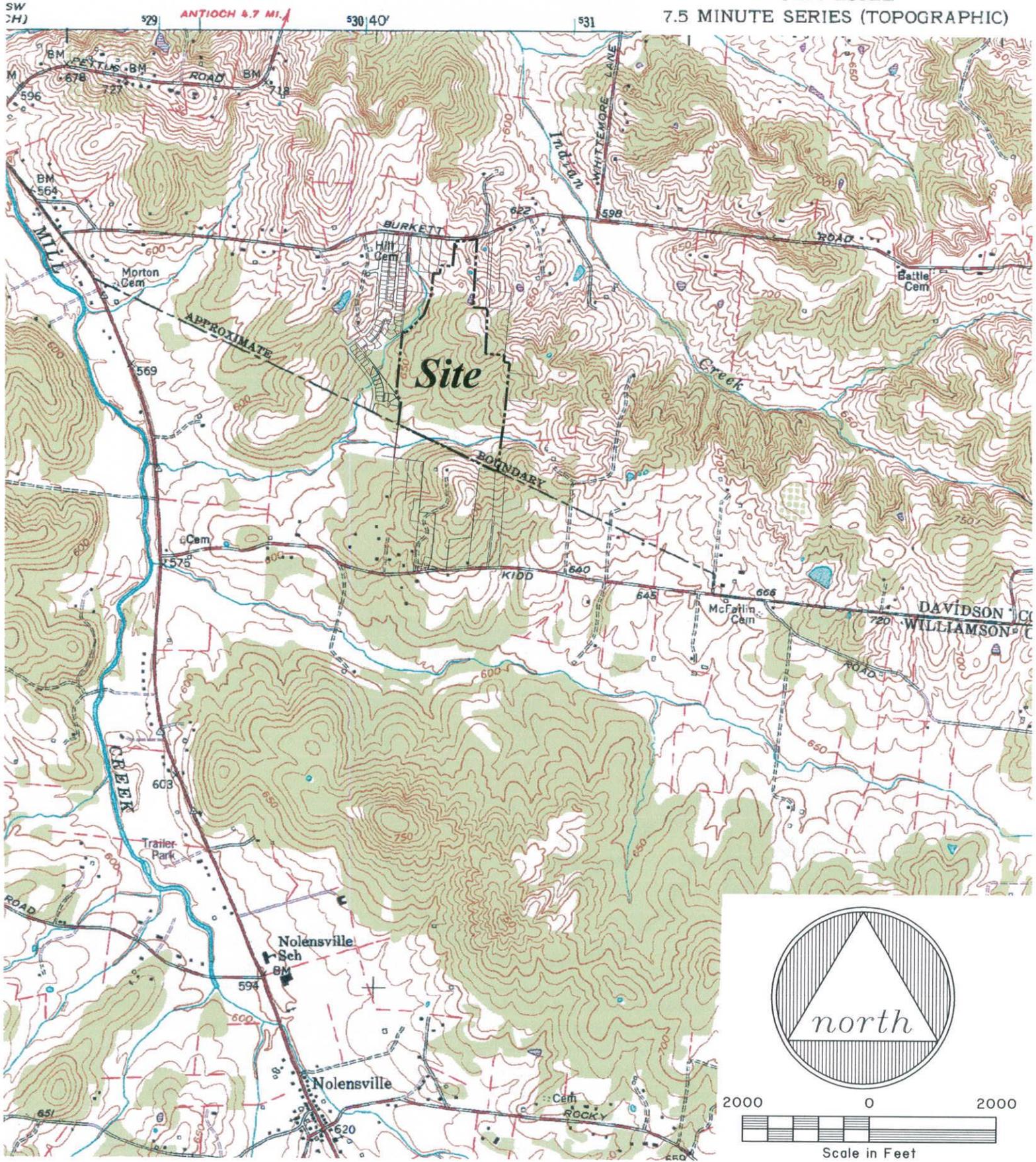


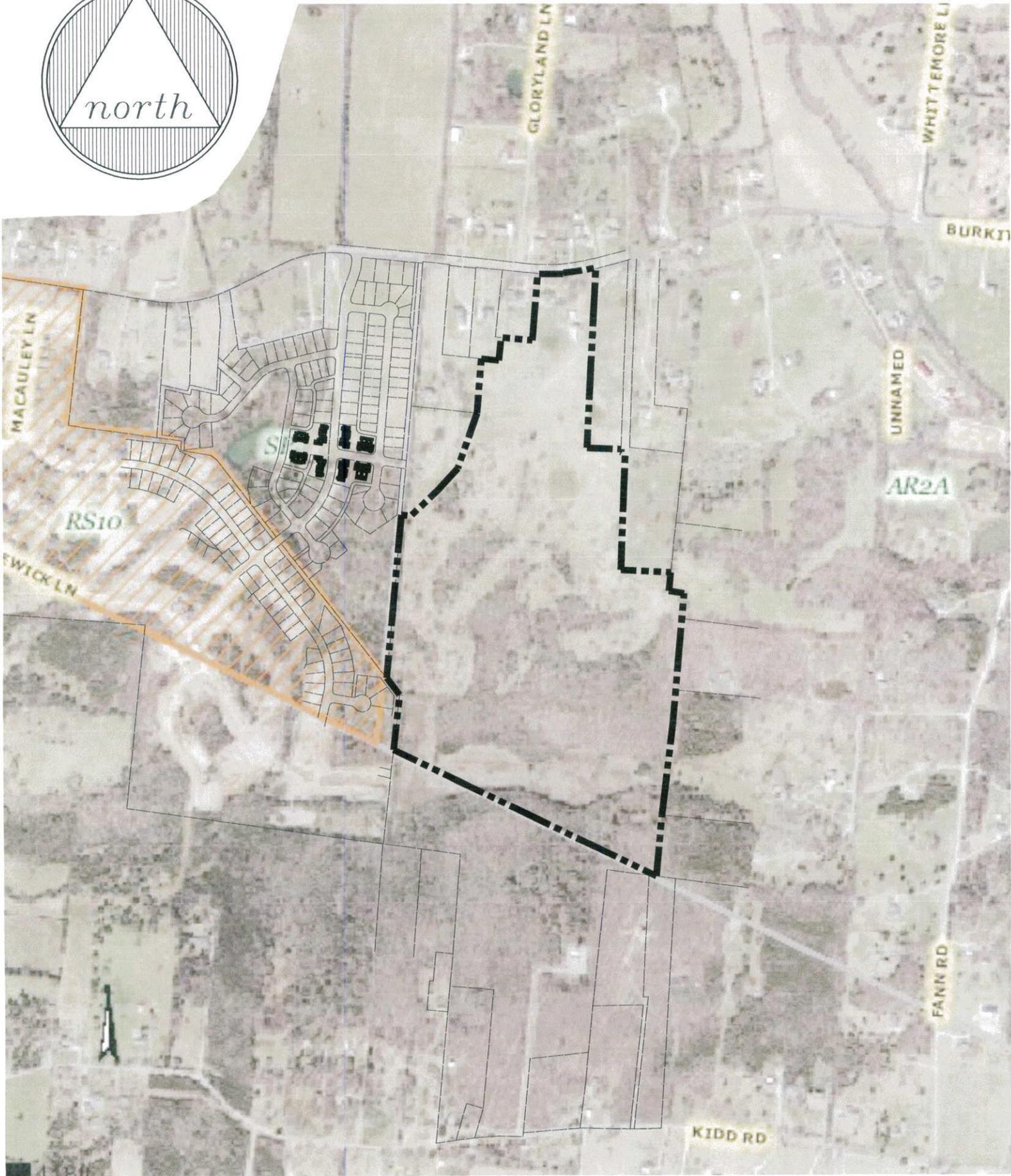
Transect Category
The Community Character Manual 2008

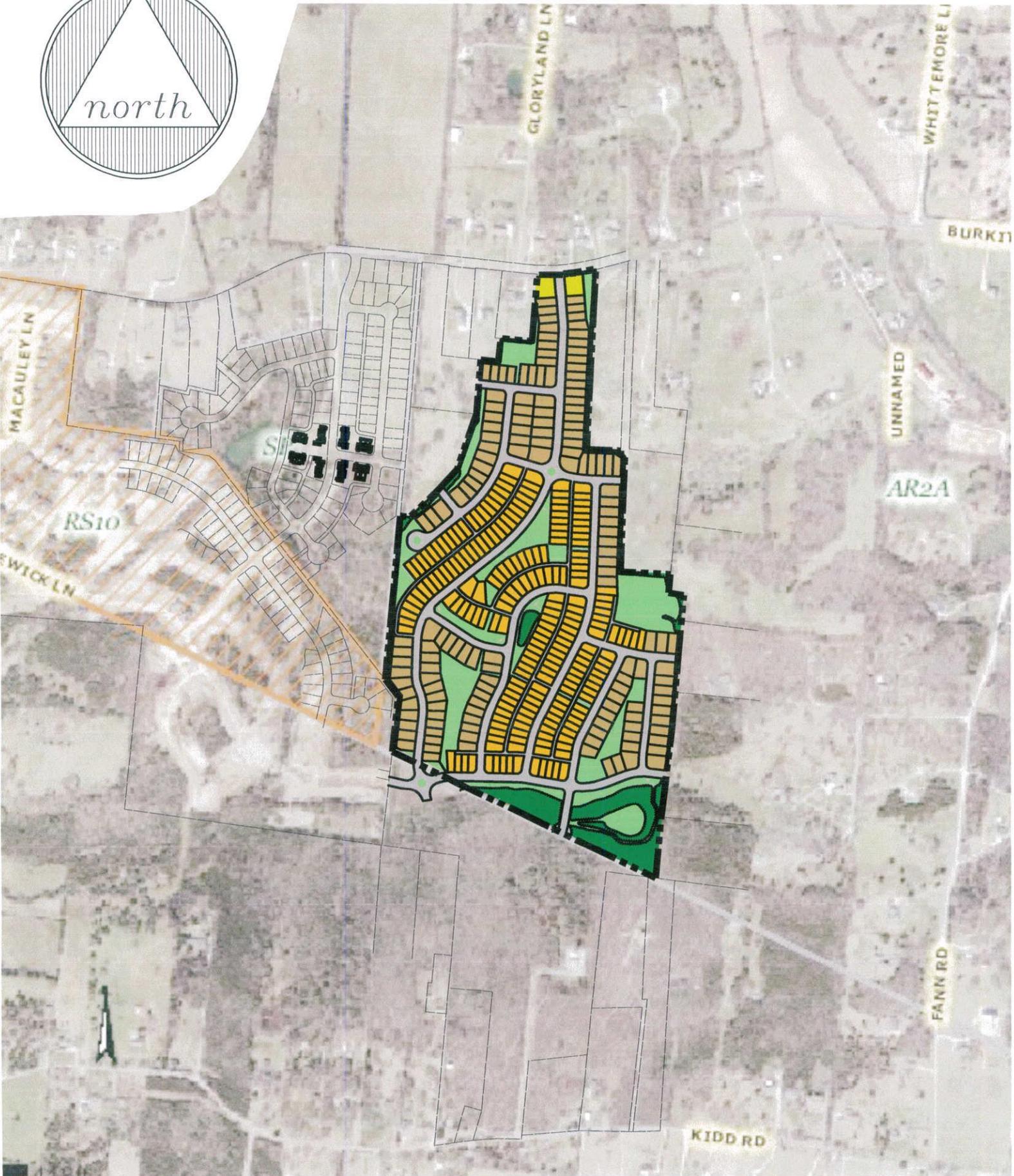
The T3 Suburban Transect Category is the bridge between rural and urban transect areas; development within the T3 Suburban Transect Category is designed to thoughtfully transition from the least dense natural and rural environment to the denser urban environment. The T3 Suburban Transect Category, although moderately developed, is the Transect Category where nature is strategically incorporated into the site design. Existing vegetation is preserved to define curvilinear streets, and parks, and the green space associated with civic and public benefit uses, are part of the neighborhood's design. In the T3 Suburban Transect Category, the balance of nature and buildings tips toward nature with more open space and vegetation framing the street than buildings.

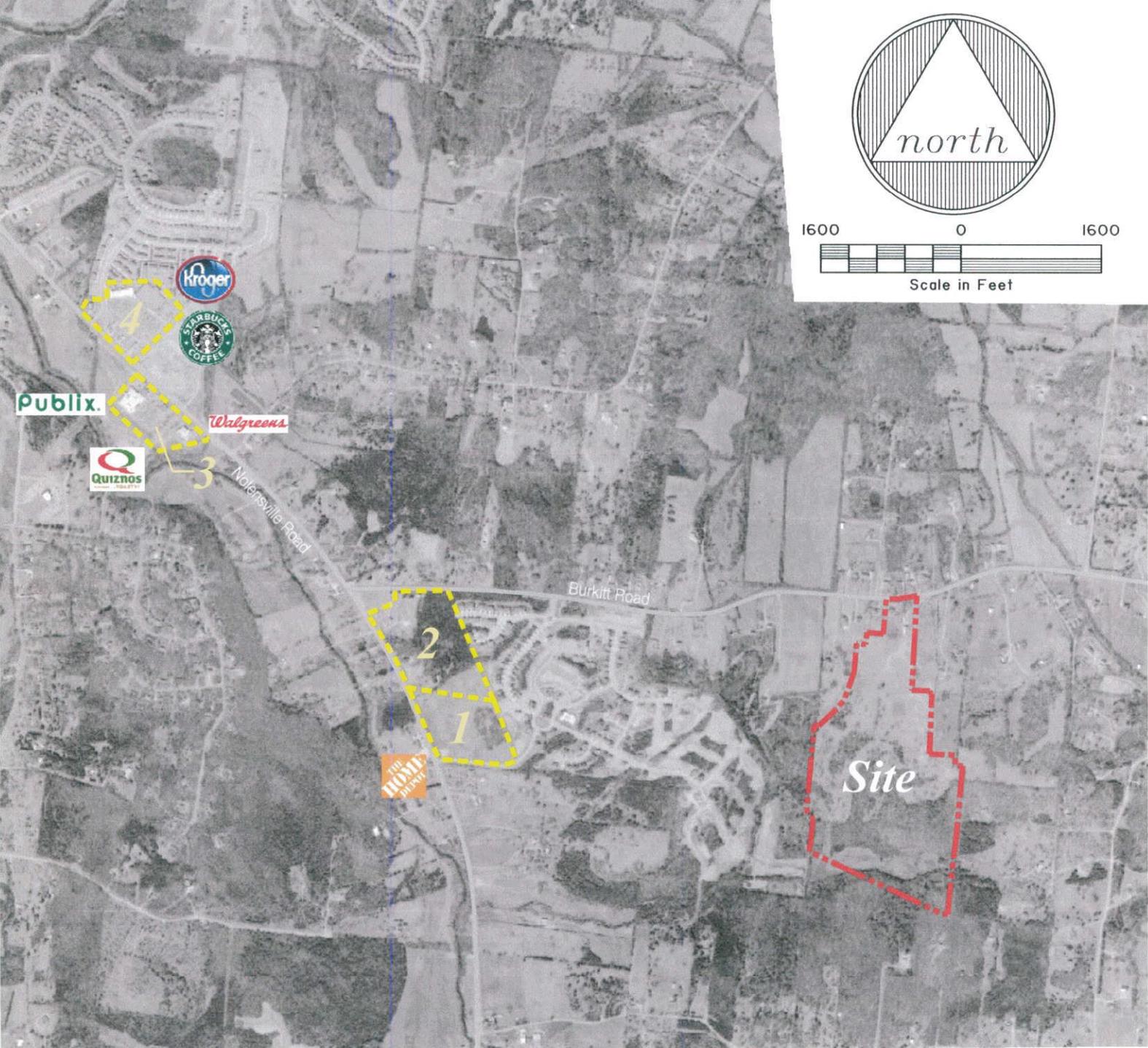
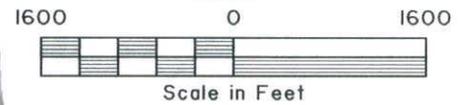
The Community Character Manual, Page 81

NOLENSVILLE QUADRANGLE
TENNESSEE
7.5 MINUTE SERIES (TOPOGRAPHIC)









Commercial Center #1: Approved Home Depot Shopping Center
Distance from Proposed Development = 0.8± Mile

Commercial Center #2: Proposed T3 Suburban Community Center
Distance from Proposed Development = 1.0± Mile

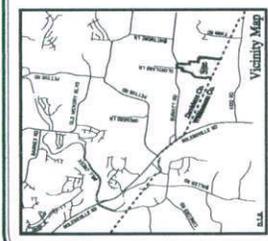
Commercial Center #3: Existing Publix Shopping Center
Distance from Proposed Development = 1.7± Mile

Commercial Center #4: Existing Kroger Shopping Center
Distance from Proposed Development = 2.0± Mile

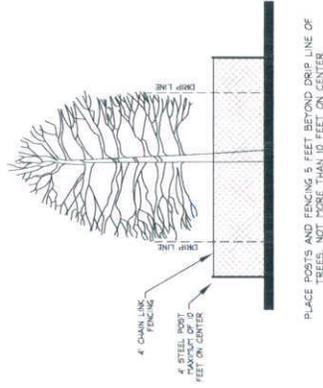
Commercial Centers Near Proposed Development

Preliminary Landscape Plan
Silver Spring Valley
 Proposed SP Development
 31st, Councilmanic District
 Nashville, Davidson County, Tennessee
SAF Properties
 7177 Nolensville Road, S3
 Nashville, TN 37185
 (615) 776-2376
 Date: 10-12-09 Scale: 1" = 100'
 Revised: 1-16-10, 3-24-10, 5-28-10
 Anderson, Deit, Epps & Associates Inc.
 818 Greenway Park Drive, Suite 4
 Nashville, Tennessee 37211
 (615) 351-0909

Sheet L-1 (1 of 2)
 Case Number : 2009SP-031-001



- PLAN REGULATIONS:**
1. The minimum canopy height shall be 12 feet. Canopy width (CWB) shall be 10 feet. The minimum canopy width shall be 10 feet. The minimum canopy width shall be 10 feet. The minimum canopy width shall be 10 feet.
 2. A minimum of 1 tree per lot shall be installed on each lot. 1 tree per lot shall cover 20% of the lot. The minimum canopy width shall be 10 feet.
 3. Trees planted for TDA shall be installed by a chain link fence and shall be installed per the details on sheet L-2.
 4. Trees planted for TDA shall be installed by a chain link fence and shall be installed per the details on sheet L-2.
 5. Proposed tree species are shown on sheet L-2. Additional landscape plants shall be added to the list during the preparation of the final landscape plan. The list shall be approved by the City of Nashville.
 6. The final Landscape Plan shall be prepared and sealed by a Landscape Architect registered by the State of Tennessee. The final Landscape Plan shall be prepared and sealed by the City of Nashville.
 7. All irrigation, including the plant materials, shall be installed by a Landscape Architect registered by the State of Tennessee. The final Landscape Plan shall be prepared and sealed by the City of Nashville.
 8. A Tree Removal Permit shall be obtained prior to removal of any existing trees.
 9. An underground irrigation system, or an outside house attachment, within 10 feet of the street shall be installed for all proposed trees, shrubs, and ground covers.
 10. All street trees are to be underplanted trees.

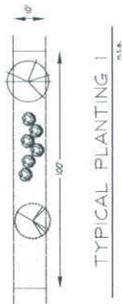


TREE PROTECTION DETAIL

TYPICAL PLANTING 1
 REQUIREMENTS PER 100 FEET

1. Canopy Tree -- 50% or more must be Evergreen
 2. Understory Tree -- 50% or more must be Evergreen
 3. Shrubs -- 50% or more must be Evergreen

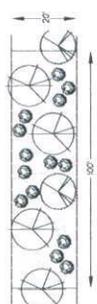
4. The trees must be planted in a way that they are in healthy condition at the time of installation. If there are not 2 existing trees 100% canopy per 100 feet, the trees must be installed for each 100 feet. (i.e. 2 canopy trees must be installed. These trees must be relatively uniformly distributed, i.e. for 100 feet of canopy trees, there must be 2 canopy trees and 2 understory trees must be installed. Canopy Tree and Understory Tree planted as required above. If the feasible, there is a possible to a lesser number of trees may be installed.



TYPICAL PLANTING 1

TYPICAL PLANTING 2
 REQUIREMENTS PER 100 FEET

3.5. Canopy Tree -- 50% or more must be Evergreen
 4. Understory Tree -- 50% or more must be Evergreen
 5. Shrubs -- 50% or more must be Evergreen



TYPICAL PLANTING 2

LEGEND FOR TYPICAL PLANTINGS

- PROPOSED CANOPY TREES
- PROPOSED UNDERSTORY TREES
- PROPOSED SHRUBS

LIST OF POTENTIAL TREE SPECIES

- CANOPY TREES**
- Acer Robur Red Maple -- Red Sunset Red Maple
 - Acer Robur Sugar Maple
 - Liriodendron Tulipifera -- Tulip Tree
 - Hogonella grandiflora -- Southern Magnolia
 - Fraxinus pennsylvanica -- White Alder
 - Pinus strobus -- White Pine
 - Pinus taeda -- Loblolly Pine
 - Platanus occidentalis -- London Planetree
 - Quercus prinus -- White Oak
 - Quercus rubra -- Red Oak
 - Quercus phellos -- Willow Oak
 - Sapindus saponaria -- Red Gum
 - Salix nigricans -- Black Willow
 - Taxodium distichum -- Common Bald Cypress
 - Ulmus parvifolia 'Aler' -- Aler Chinese Elm
- UNDERSTORY TREES**
- Acer composite -- Hedge Maple
 - Cercis canadensis -- Eastern Redbud
 - Fraxinus pennsylvanica -- White Alder
 - Ginkgo biloba -- Chinese Ginkgo
 - Goniosyris chinensis -- Chinese Kousa Dogwood
 - Ilex attenuata 'Foster' -- Foster Holly
 - Lagotis chinensis -- Grape Hyacinth
 - Hogonella grandiflora -- Southern Magnolia
 - Pinus strobus -- White Pine
 - Prunus serotina 'Thunderbolt' -- Thunderbolt Purpleleaf Plum
- EVERGREEN SCREENING**
- Cupressus sempervirens -- Leyland Cypress
 - Juniperus virginiana -- Eastern Red Cedar
 - Thuja occidentalis -- Northern Green Tree
 - Pinus strobus -- White Pine
 - Pinus taeda -- Loblolly Pine

Sheet L-2 (2 of 2)
 Case Number : 2009SP-031-001
Preliminary Landscape Plan
Silver Spring Valley
 Proposed SF Development
 31st, Councilmanic District
 Nashville, Davidson County, Tennessee

SAF Properties
 7177 Nashville Road, Suite 500
 Nashville, TN 37218
 (615) 776-9376

Date: 10-12-09 Scale: 1" = 100'

Anderson, Dell, Eggs & Associates Inc.
 819 Government Park Drive, Suite 4
 Nashville, Tennessee 37211
 (615) 351-0809

EXAMPLE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS INSTRUMENT PREPARED BY:
PETER WEISS, ATTORNEY AT LAW
Brentwood Executive Center
761 Old Hickory Blvd, Suite 301
Brentwood, TN 37027
(Prepared solely from information
provided by and at the direction of the
Declarant)

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
For

THIS Declaration of Covenants, Conditions and Restrictions for
_____, a Cluster Lot Subdivision, is made and entered into by Y&H,
G.P., a Tennessee General Partnership, hereinafter referred to as the "Declarant" (or
"Developer").

WITNESSETH:

WHEREAS, the Declarant is the record owner and holder of the legal title in and to
certain property situated in Davidson County, Tennessee, and more particularly described on
Exhibit "A" attached (hereinafter referred to as the "Property"); and,

Whereas, the Declarant desires that the Property be eligible for a broad range of permanent
financing under the provisions of the Federal Housing Administration, Veterans
Administration, Federal National Mortgage Association, and the Federal Home Loan Mortgage
Corporation.

NOW, THEREFORE, Declarant hereby declares that the Property 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 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 _____
Homeowners' Association, Inc., a Tennessee not-for-profit corporation.

Section 2. "Owner" (also referred to herein as "Lot 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.

Section 3. "Property" or 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 4. "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. The common area to be owned by the Association at the time of the conveyance of the first lot shall include all areas shown and designated on the plan as "common area" or "open space", including open spaces and improvements necessary for the overall integrity of the properties.

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 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties, with the exception of the common area.

Section 6. "Declarant" shall mean and refer to Y&H, G.P., a Tennessee General Partnership.

Section 7. "Eligible Mortgage Holders" shall mean those holders of a first mortgage on a lot who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 8. "By-Laws" shall mean the By-Laws of the _____ Homeowners' Association, Inc., a Tennessee not-for-profit corporation, attached hereto as Exhibit "C" and made a part hereof. All provisions contained in the body of this Declaration of Covenants, Conditions and Restrictions of the _____, dealing with the administration and maintenance of the properties shall be deemed to be part of the By-Laws.

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 right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(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, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers 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 the Plat, there shall be deemed to be mutual easements in favor of the owners 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 assessment 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 assessment.

Section 2. The Association shall have two classes of voting membership:

Class "A". Class "A" members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class "B". The Class "B" member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class "A" membership exceed the total votes outstanding in the Class "B" membership, or
- (b) Within five (5) years from the conveyance of the first lot to an owner.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot developed and owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The

personal obligation for delinquent assessments shall not pass to its successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties, for the improvements, insurance and maintenance of amenities and the common areas, and to maintain an adequate reserve fund to provide for necessary repair and/or replacement of improvements to the common areas.

Section 3. Maximum Annual Assessment. For the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be _____ and 00/100 (\$_____.00) Dollars per lot.

(a) From and after the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than Five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after the year immediate following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above Five (5%) percent by a vote of two-thirds (2/3) of the total allocated votes in the Association (and if applicable, the assent of Fifty-One (51%) percent of eligible mortgage holders as established by the Association By-Laws) who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total allocated votes in the Association (and if applicable, the assent of Fifty-One (51%) percent of eligible mortgage holders as established by the Association By-Laws) who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members (and eligible mortgage holders, if applicable) not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and will be collected on a monthly or a yearly basis in advance, at the option of the Board (or at any other reasonable basis as may from time to time be established by the Association).

Section 7. Date of Commencement of Annual Assessments: Due dates. The annual assessments provided for herein shall commence as to each lot on the day of the month of the conveyance to the lot owner(s). The first annual assessment shall be adjusted according to the

number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

A. Working Capital Fund. In order to insure that the Association will have funds to meet initial or unforeseen expenditures; purchase additional equipment and/or secure services, the Declarant shall establish a working capital fund equal to at least two-twelfths (2/12) of the initial annual assessment for common expenses for each lot. Each lot's share of the working capital fund shall be collected at the time the sale of the lot to the Lot Owner(s) is closed. The Declarant may not use any of the working capital fund to defray its expenses, reserve contributions, construction costs or to make up budget deficits. The working capital fund shall not be considered as advance payment of regular assessments and shall be maintained by the Association in a segregated fund. When unsold lots are sold to the Lot Owner(s), the Declarant may use working capital funds collected at closing to reimburse itself for funds it paid to the Association for each unsold lot's share of the working capital fund.

B. Mortgage and Deed of Trust Protection. The lien for assessments payable by a lot owner shall be subordinate to the lien of a recorded first Mortgage or Deed of Trust on the interest of such lot owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the lot encumbered 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.

Section 8. Effect of Delinquent and/or Nonpayment of Assessments: Remedies of the Association. Any assessment paid more than fifteen (15) days after the due date shall be subject to and include a "late charge", as determined by the Association, to cover the extra expense involved in handling delinquent payments. In addition to the late charge hereinabove recited, any assessment not paid within thirty (30) days after the due date shall bear interest at the highest permissible rate of interest per annum allowed under the laws of the State of Tennessee. 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. No owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of the lot.

No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Improvements. No building, fence, wall or other structure(s) shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or improvements to or change or alteration (including painting or re-painting) therein be made until the plans and specifications showing the nature, kind, 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 by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. All matters submitted to the Board of Directors or the Architectural Review Committee shall be decided and announced in writing within thirty (30) days after submission by the owners or builders. (This Article shall not be intended to apply to improvements and/or construction made by Declarant under its development plan for the properties.)

Section 2. Architectural Review Committee Membership. The Architectural Review Committee shall be composed of no less than three (3) or more representatives appointed by the Board. All matters submitted to the Architectural Review Committee shall be decided and announced in writing within fourteen (14) days after submission to the owners or builders.

The Architectural Review Committee shall serve for seven (7) years from the date of the filing of this Declaration or upon the sale of all of the lots in the subdivision by the Declarant, whichever shall occur first. At any time after the expiration of seven (7) years or the sale by Declarant of all lots within the subdivision, the then record owners of the majority of the lots within the said subdivision shall have the power through a duly recorded written instrument to change the membership of the Committee, or to withdraw or restore to the Committee any of its powers and duties.

The Committee shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use thereof inharmonious with the structures located upon other lots within the neighborhood.

ARTICLE VI
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 as may be required and/or directed by underwriting guidelines established by the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal Housing Administration (FHA), and/or the Veterans Administration (VA). 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 common assessments made by the Association.

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 common assessments made against such lot owner, with the approval of two-thirds (2/3) of the votes of each class of 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 which may have been damaged or destroyed.

Section 4. Condemnation. In the event of a taking of part of the common areas in condemnation or by 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 approve 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 VII RESTRICTIONS

In addition to the Architectural Standards and Controls recited in Article V, above, the following restrictions shall encumber the Property:

1. Single Family Residential Construction. No building shall be erected, altered or

permitted to remain on any lot other than one (1) single family residential dwelling not to exceed two and one-half (2 1/2) stories in height, which shall have an attached private garage for no less than two (2) cars which structures shall not exceed the main dwelling in height.

2. Minimum Square Footage within Improvements. The living area of the main residential structure (exclusive of open porches, patios, garages and breezeways) shall not be less than one thousand seven hundred (1,700) square feet. Basements shall not be counted as living area.

3. Improvement, Setback and Use Restrictions.

(a) Minimum setback requirements are to be established Metropolitan Zoning Ordinance, as recited on the Plat of the _____. It is intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas. The Association reserves the right to approve the site plan and location of each Building or other structure on each Lot and to arrange the same in such manner as it shall deem in the best interests of the overall development. No building or structure, or any part thereof, shall be located on any Lot nearer to the front line nor to a side or rear line than the minimum setback lines shown on the recorded Plat or as specified in the restrictions. All Lots shall provide the minimum side yard required by the Metropolitan Planning Commission.

(b) Before any Building may be occupied, it must be completely finished.

(c) In the event that contiguous Lots are combined and re-subdivided, the limitations of living area provided herein shall not apply to such combined and re-subdivided Lots and the Association shall approve the Plans for the improvements to such Lots in accordance with the provisions of Article V.

(d) Boundary walls for individual Lots may be erected, provided that the Association approves the same. No walls, other than retaining walls, may be constructed along the street on the front of any Lot unless approved by the Association. No retaining wall shall extend to a height greater than five (5) feet above the earth being retained and no boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than eight (8) feet from ground level except with the consent of the adjoining Lot Owners and the Association. All boundary and retaining walls must be of brick, concrete slab, stone, stucco, wrought iron, or other material as approved by the Association.

(e) All walkways, steps, porches, patios, whether visible from the mainstream of traffic or not, must be of stone, brick, slate, or materials of masonry design. Driveways may only be constructed of exposed aggregate concrete and, in all cases, shall be hard surface construction with curb cuts in accordance with Metro Public Works requirements.

(f) No block foundation may be exposed. All exposed foundations shall be brick, stone veneer, or stucco.

(g) Each residence shall be a minimum of twenty-five (25%) percent "HardiePlank®" (or its equivalent), brick, stone, stucco, or some combination thereof.

(h) Swimming pools must be built in accordance with ordinances of the Metropolitan Planning Commission. There shall be no above-ground swimming pools.

(i) Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot. Any and all equipment, air conditioner condensers, woodpiles, garbage cans, refuse or storage piles placed on any Lot, whether temporary or permanent, shall be underground or walled in to conceal the same from view of neighboring Lots, roads, street and open areas. The Association must approve plans for all screening walls and enclosures.

(j) 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.

(k) Outdoor television and dish antennas may be installed, if property screened, with the prior approval of the Association, provided such antennas shall be thereafter taken down and removed by the Owner at such time as a cable television receiving comparable service is available within _____.

(l) No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affected the surface grade of a Lot unless the consent of the Association is obtained. When constructing a Building, topsoil may not be removed from the Lot, but must be moved to the side or rear of the Lot and reused when performing final grade work on the Lot following construction. The Owner shall erect a silt-screened mesh fence, with a minimum height of twenty-four (24) inches, around the perimeter of the Lot prior to initiating construction.

(m) Outside clothesline and clothes hanging devices shall not be permitted.

(n) Contiguous Lots may be combined and re-subdivided, if the Lots have the same Owner, for the purpose of placing an approved Building thereon. Individual Lots may not be re-subdivided so as to create a smaller area than originally deeded to a Lot Owner and as shown on the Plat.

(o) Any person 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. After demand by the Association, repairs of all such damages shall be made within fifteen (15) days. Owner shall install a refuse dumpster on the Lot during the framing stage of construction. Said dumpster shall remain on the Lot through completion of the construction process. Except during the initial construction of the residential structure by Declarant, no material of any kind may be burned on any Lot at any time.

(p) No Lot Owner shall build a pole or security lamp or light on his Lot exceeding eight (8) feet in height.

(q) No decorative appurtenances, such a sculptures, birdhouses, birdbath, fountains or other decorative embellishments shall be placed on or in any front yard or on any part of a Lot visible from any street or other Lot, unless the placement and design of such embellishments has been approved by the Association.

(r) The pursuit of hobbies or other activities including specifically, without limiting the

generality of the foregoing, the assembly or disassembly of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions shall not be pursued or undertaken on any Lot or in any driveway, garage, carport or other place where such activity is visible from any street. All playground equipment and items shall be placed behind privacy walls in the rear yard of the Lot so as not to be visible from any street on which such dwelling front.

Recreation vehicles, boats and recreational trailers may not be parked within the boundaries of any the lot, unless sheltered from view within the confines of the garage of the residential structure. No tractor trucks, tractor trailers, construction equipment or commercial vehicles may be parked on any street, road and/or lot; however, this provision shall not apply to Declarant during development of the properties.

Section 2. Use and Enforcement. The property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices and/or sales office(s) for the Declarant, all as may more particularly be set forth in this Declaration or amendments hereto).

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the property in addition to those contained herein, and to impose reasonable user fees for use of common area facilities. This authority shall include, without limitation, the power to regulate the speed and flow of traffic on roads within the property. Such regulations and use restrictions shall be binding upon all owners, occupants and invitees until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the total Class "A" members and by concurring vote of the Class "B" member, so long as such membership shall exist.

Section 3. Signs and Billboards. 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: 1) directional or informational signs, under the sign criteria established and approved by the Declarant and/or the Association, and 2) signs not in excess of six (6) square feet per side erected by an owner upon that owner's lot to advertise the sale or lease of that lot, under the sign criteria established and approved by the Declarant and/or the Association. The Association shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on the property, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 4. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant 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 lot. Every owner shall cause all occupants of his or her lot to comply with the Declarations, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the common areas caused by such occupants, notwithstanding the fact that such occupants of a lot are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 5. Animals and Pets. No animals, livestock, poultry of any kind shall be raised, bred, or kept on any portion of the property, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted on a lot. No pets are permitted to roam free; those that, in the sole discretion of the Association, endanger the health, 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 the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a lot be confined on a leash held by a responsible person. No dogs of the pit bull or rottweiler breeds shall be permitted. No wild animals shall be permitted.

Section 6. Nuisance. No portion of the property 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 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, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the property. 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.

Section 7. Unsightly or Unkempt Conditions. It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the property. All garage doors shall be kept closed except when necessary for entrance or exit of vehicles.

Section 8. Subdivision of Lot. No lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to re-plat any lot or lots owned by Declarant. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

Section 9. 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. No one other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage retention areas, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the property for the purpose of altering drainage and water flow.

Section 10. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the property except that up to five (5) gallons of fuel may be

stored on each lot for emergency purposes and operation of lawn mowers and similar tools or equipment.

ARTICLE VIII
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 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 of ten (10) years. The said Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of the members and thereafter by an instrument signed by not less than sixty-seven (67%) percent of the members. Any amendment to the said Declaration must be recorded and shall be subject to Section 4 below.

Section 4. FHA/VA Approval. As long as there is a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA): Amendment of these Declaration of Covenants, Conditions and Restrictions and/or annexation of additional properties, except for the addition of additional phases pursuant to the provisions of Section 5. Developing Phasing ., below.

Section 5. Development Phasing. These Declaration of Covenants, Conditions and Restrictions are intended to encompass the tract or parcel of land described on Exhibit "A" attached; however, the Developer may at a future date desire to develop additional phases on the tract or parcel of land owned by the Developer and described on Exhibit "B" attached. Each such phase shall be subject to and incorporated in the terms and obligations of this Declaration; however, each development phase shall be treated for mortgage lending purposes as a separate mortgage lending entity.

The addition of phases on the tract or parcel of land described on Exhibit "B" attached may be accomplished, at anytime, without the consent or approval of Class "A" owners or the Association, described herein.

Section 6. Common Open Space. Any common open space established by an adopted final master development plan for Cluster Lot Subdivision shall be subject to the following:

(a) The Metropolitan Planning Commission and the Metropolitan County Council may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it

dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the common open space), without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County, and the said dedication be approved by the Metropolitan Planning Commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

(b) In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the Cluster Lot Subdivision fail to maintain the common open space in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon such organization and/or the owners or residents of the Cluster Lot Subdivision and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the zoning administrator shall call upon any public or private agency to maintain the common open space for a period of one (1) year. When the zoning administrator determines that the organization is not prepared for the maintenance for the common open space such agency shall continue maintenance for yearly periods.

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

Section 6. 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 7. 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 Declarant herein, has hereto set its hand, by its duly authorized officer, this _____ day of _____, 2009.

DECLARANT:

Y&H, G.P., A Tennessee
General Partnership

By: _____
Fred Yazdian, Managing General Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Fred Yazdian, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the Managing General Partner of Y&H, G.P., the within named bargainor, a Tennessee General Partnership, and that he as such Managing General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Managing General Partner.

Witness my hand and official seal at office at Brentwood, Tennessee, on this the ____ day of _____, 2009.

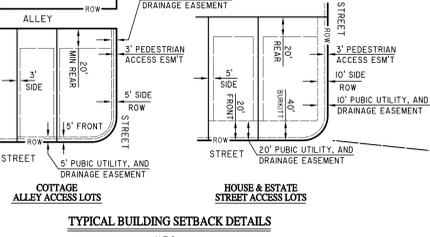
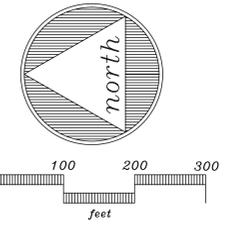
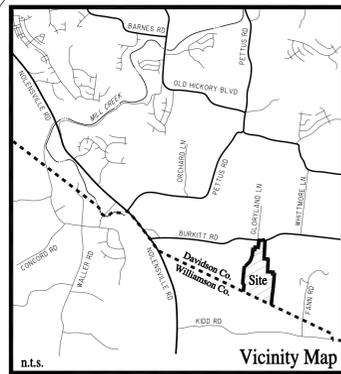
My Commission Expires: _____
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION
(Phase One)

EXHIBIT "B"

LEGAL DESCRIPTION
(Entire tract)



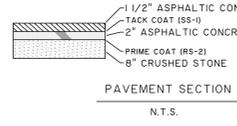
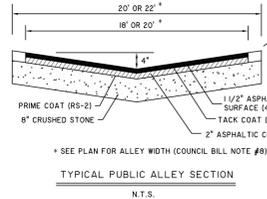
- Legend**
- PHASE LINE
 - 5' SIDEWALK
 - 5' MULCHED SURFACE WALKING TRAIL
 - LOT LINE

- NOTES:**
1. THE PURPOSE OF THIS PLAN IS TO CREATE A 362 LOT SINGLE FAMILY RESIDENTIAL COMMUNITY.
 2. SITE CONTAINS 89.36± ACRES.
 3. SITE IS LOCATED ON PROPERTY MAP 187, PARCELS 10, 38, AND 166.
 4. EXISTING ZONING: AR2A
 5. PROPOSED ZONING: SP
 6. PROPERTY OWNER: PARCEL 10 - Y & H TENNESSEE PARTNERSHIP INST No. 20051031-018233
 PARCEL 38 - Y & H TENNESSEE GENERAL PARTNERSHIP INST No. 20051007-021786
 PARCEL 166 - RACHEL AND AMY YAZDANI INST No. 20080924-009135
 7. DEVELOPER: SAF PROPERTIES
 7177 NOLENSVILLE ROAD B-3
 NOLENSVILLE, TN 37135
 (615) 776-7375
 8. NO GRADING, STRIPPING, FILLING, OR OTHER DISTURBANCE OF THE NATURAL GROUND COVER SHALL TAKE PLACE PRIOR TO THE APPROVAL OF AN EROSION CONTROL PLAN.
 9. EXISTING CONTOURS TAKEN FROM AERIAL TOPD SURVEY BY OTHERS.
 10. BOUNDARY INFORMATION TAKEN FROM EXISTING FINAL PLATS, PROPERTY MAPS AND DEEDS, AND IS SUBJECT TO FINAL SURVEY.
 11. PROPERTY IS LOCATED IN ZONE "X" ON F.E.M.A. MAP No. 47037C043F, (PANEL NOT PRINTED).
 12. ANY EXCAVATION, FILL, OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METRO DEPARTMENT OF WATER SERVICES.
 13. ALL DRIVES TO BE PRIVATE.
 14. MINIMUM DISTANCE BETWEEN BUILDINGS TO BE 6'
 15. PRIVATE SOLID WASTE COLLECTION AND DISPOSAL WILL BE PROVIDED BY THE HOMEOWNERS ASSOCIATION. IT WILL BE CASH PICKUP.
 16. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
 17. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL. (MINIMUM DRIVEWAY CULVERT SIZE IN METRO ROW IS 15")
 18. THIS DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT. THE FINAL LOT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE REGULATIONS AT THE TIME OF FINAL APPLICATION.
 19. SITE WILL BE DEVELOPED IN SEVERAL PHASES. SIZE, LOT COUNT, AND LOCATION OF PHASES ARE SUBJECT TO CHANGE WITH FINAL DESIGN.
 20. FOR ANY DEVELOPMENT STANDARDS, REGULATIONS, AND REQUIREMENTS NOT SPECIFICALLY SHOWN ON THE SP PLAN AND/OR INCLUDED AS A CONDITION OF COMMISSION APPROVAL, THE PROPERTY SHALL BE SUBJECT TO THE STANDARDS, REGULATIONS, AND REQUIREMENTS OF THE R33.75 ZONING DISTRICT AT THE EFFECTIVE DATE OF THIS ORDINANCE, WHICH MUST BE SHOWN ON THE PLAN.
 21. LOTS 1 AND 362 SHALL NOT ACCESS TO BURKITT ROAD. DRIVEWAY ACCESS SHALL BE PROVIDED OFF OF THE PROPOSED ENTRANCE ROAD (ROAD "A").
 22. THE BUFFER ALONG WATERWAYS WILL BE IN AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE, AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL VOLUME 1 - REGULATIONS.
 23. ELECTRICAL SERVICE TO THE EXISTING CELL TOWER SHALL REMAIN UNINTERRUPTED DURING CONSTRUCTION.

Bulk Standards Table
(Open Space Areas and Lot Areas are subject to change with final boundary survey and final design)

SITE AREA:	89.36± Acres
MINIMUM LOT AREA:	ESTATE: 10,000 SQ. FT. HOUSE: 5,000 SQ. FT. COTTAGE: 4,000 SQ. FT.
MAXIMUM LOT COVERAGE:	ESTATE: 0.55 HOUSE: 0.65 COTTAGE: 0.65
BUILDING SETBACKS:	
SINGLE FAMILY DETACHED:	FRONT: 20 FT. - 40 FT. BURKITT RD SIDE: 5 FT. (LOT) - 10 FT. (ROW) REAR: 20 FT.
SINGLE FAMILY DETACHED COTTAGE LOTS:	FRONT: MINIMUM 5 FT. - MAXIMUM 25 FT. SIDE: 3 FT. (LOT) - 9 FT. (ROW) REAR: 20' FROM ALLEY
PROPOSED LOT SIZE:	50' x 100' (NON ALLEY LOADED) 40' x 100' (ALLEY LOADED)
NUMBER OF LOTS PROPOSED:	2 SINGLE FAMILY ESTATE LOTS - SIDE ACCESS FROM ENTRANCE ROAD 15 SINGLE FAMILY HOUSE LOTS - FRONT ACCESS 209 SINGLE FAMILY COTTAGE LOTS - ALLEY ACCESS 362 LOTS TOTAL
MAXIMUM BUILDING HEIGHT:	3 STORES
PROPOSED DENSITY:	4.05 UNITS / ACRE
OPEN SPACE:	
USABLE:	13.67± AC.
LANDSCAPE EASEMENTS:	3.2± AC.
STREAM BUFFERS:	2.00± AC.
DETENTION AREAS:	3.09± AC.
TOTAL OPEN SPACE:	22.57± AC. OR 25%

- Building Materials**
- OUTSIDE WALLS: BRICK, STONE, AND SIDING
 - ROOFS: FIBERGLASS OR ASPHALT SHINGLES
 - TRIM: ALUMINUM OR VINYL

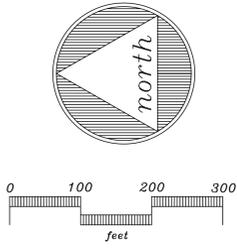
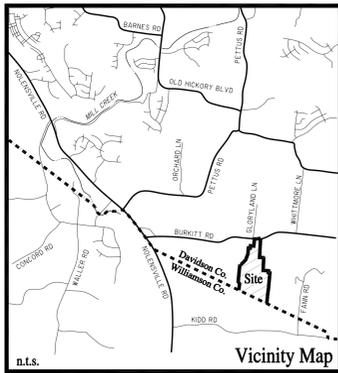


- COUNCIL BILL NOTES (H.200-641):**
1. UNDERSTORY TREES ARE PROPOSED WITHIN THE PLANTING STRIP ALONG ALL STREETS. THE FINAL SITE PLAN SHALL SHOW ALL UTILITY LOCATIONS AS PROVIDED BY THE SUBJECT UTILITY COMPANIES AND ENSURE THAT UTILITIES DO NOT CONFLICT WITH THE FINAL SITE LOCATION FOR TREES.
 2. 2,658 FEET OF MAJOR ROADWAYS (OR AN EQUIVALENT TRANSPORTATION IMPROVEMENT) SHALL BE IMPROVED BY THE APPLICANT WITHIN THE IDENTIFIED INFRASTRUCTURE DEFICIENCY AREA TO A TWO-LANE CROSS SECTION AT A LEVEL ACCEPTABLE TO THE DEPARTMENT OF PUBLIC WORKS. SUCH IMPROVEMENTS SHALL BE UNDERTAKEN WITHIN AVAILABLE RIGHT-OF-WAY AND AT A LEVEL COMMENSURATE WITH THE DEVELOPMENT ENTITLEMENTS APPROPRIATE ON THE SITE. IMPROVEMENTS ARE TO ACCOMMODATE ADDITIONAL TRAFFIC VOLUMES WITHIN THE INFRASTRUCTURE DEFICIENCY AREA. WHEN APPROPRIATE IMPROVEMENTS CAN NOT BE PHYSICALLY MADE, THEN THE APPLICANT MAY MAKE A FINANCIAL CONTRIBUTION FOR FUTURE ROADWAY IMPROVEMENTS WITHIN THE IDENTIFIED INFRASTRUCTURE DEFICIENCY AREA. THE DEPARTMENT OF PUBLIC WORKS SHALL DETERMINE THE APPROPRIATE CONTRIBUTION BASED ON THE LINEAR FEET OF ROADWAY TO BE IMPROVED.
 3. DUE TO THE POTENTIAL IMPACT OF THIS DEVELOPMENT ON THE PUBLIC SCHOOL SYSTEM, THE APPLICANT IS REQUIRED BY PLANNING COMMISSION POLICY TO OFFER FOR DEDICATION A SCHOOL SITE IN COMPLIANCE WITH THE STANDARDS OF SECTION 17.04 FOR ELEMENTARY SCHOOLS WITH A CAPACITY OF 500 STUDENTS. THIS LAND DEDICATION REQUIREMENT IS PROPORTIONAL TO THE DEVELOPMENT'S STUDENT GENERATION POTENTIAL. SUCH SITE SHALL BE IN ACCORDANCE WITH THE SITE CONDITION AND LOCATION CRITERIA OF THE METROPOLITAN BOARD OF EDUCATION AND SHALL BE WITHIN THE SAME HIGH SCHOOL CLUSTER. THE BOARD OF EDUCATION MAY DECLINE SUCH DEDICATION IF IT FEELS THAT A SITE IS NOT NEEDED OR DESIRED. NO FINAL PLAT FOR DEVELOPMENT OF ANY RESIDENTIAL USE SHALL BE APPROVED UNTIL A SCHOOL SITE HAS BEEN DEDICATED TO THE METRO BOARD OF EDUCATION OR THE BOARD HAS AGREED TO RELIEVE THE APPLICANT OF THE REQUIREMENT. HOWEVER, FAILURE OF THE BOARD OF EDUCATION TO ACT PRIOR TO FINAL PLAT CONSIDERATION AND APPROVAL BY THE METRO PLANNING COMMISSION IN ACCORDANCE WITH ITS SCHEDULE AND REQUIREMENTS SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT BY THE BOARD OF EDUCATION.
 4. ALL CONSTRUCTION TRAFFIC, INCLUDING EQUIPMENT AND WORKERS SHALL ENTER THE SITE THROUGH WILKINSON COUNTY. THERE SHALL BE NO CONSTRUCTION TRAFFIC ENTERING THE SITE THROUGH THE DAVIDSON COUNTY PORTION OF BURKITT PLACE.
 5. THE PHASE LINES FOR PHASE 1 SHALL BE REDRAWN TO INCLUDE A MAXIMUM OF 50 LOTS.
 6. PRIOR TO BEGINNING HOME CONSTRUCTION ON PHASE 2, SIGHT DISTANCE ISSUES ON BURKITT ROAD AT THE MAIN ACCESS MUST BE WORKED OUT TO THE SATISFACTION OF THE DEPARTMENT OF PUBLIC WORKS TO PROVIDE THE REQUIRED TURN LINES AND ADEQUATE INTERSECTION SIGHT DISTANCE AS POST THAT ADJUST SIGNALLING.
 7. THE MAJOR ROADWAYS SHALL HAVE A CENTER RADIUS OF 30' OR GREATER, AND ACCOMMODATE ALL ANTICIPATED VEHICLES. THE DEPARTMENT OF PUBLIC WORKS WILL WORK WITH THE APPLICANT TO KEEP THE ROAD TO A MINIMUM.
 8. ALLEYS THAT SERVE LOTS WITH NO ROAD FRONTAGE, SPECIFICALLY THE ALLEYS BETWEEN ROADS C, A, S, H, AND E, AND THE ALLEY FROM LOT 47 TO LOT 105 AND THE CONNECTION TO ROAD A, SHALL BE 22 FEET IN WIDTH TOTAL, WITH 20 FEET OF PAVING AND ONE FOOT CONCRETE REBORN CURB ON EACH SIDE.
 9. ALL ALLEYS SHALL BE POSTED "NO PARKING IN ALLEY."
 10. HOMES ALONG THE ABOVE MENTIONED ALLEYS FACING COMMON AREAS MUST BE SERVED BY MAIN ROADS. SUBJECT TO THE APPROVAL OF THE US POSTAL SERVICE, IN THE SAME ALLEYS, PROVIDE A MINIMUM OF 20 FEET WIDE DRIVEWAYS AT LEAST 20 FEET IN LENGTH FROM THE FRONT OF THE HOME.
 11. STREET TREES MUST BE UNDERSTORY TREES, NO EVERGREENS, AND CANNOT BE PLANTED IN CLOSE PROXIMITY TO AN INTERSECTION IN SUCH A WAY AS TO INTERFERE WITH ADEQUATE SIGHT DISTANCE OR OBSCURE TRAFFIC SIGNALS.
 12. DEVELOPER SHALL CONSTRUCT AN EASTBOUND RIGHT TURN DECELERATION LANE ON BURKITT ROAD AT THE PROJECT ACCESS WITH 100 FT OF STORAGE AND TRANSITION PER AASHTO STANDARDS.
 13. DEVELOPER SHALL CONSTRUCT A WESTBOUND LEFT TURN LANE ON BURKITT ROAD AT THE PROJECT ACCESS WITH 100 FT OF STORAGE AND TRANSITION PER AASHTO/MUTCD STANDARDS.
 14. CONSTRUCT THE PROJECT ACCESS ROAD AT BURKITT ROAD WITH ONE ENTERING AND TWO EXITING LANES (L, T, AND R) EACH WITH A MINIMUM OF 100 FT OF STORAGE AND TRANSITION PER AASHTO/MUTCD STANDARDS.
 15. DEVELOPER SHALL MODIFY THE EXISTING TRAFFIC SIGNAL AT NOLENSVILLE PIKE AND BURKITT ROAD TO INCLUDE A WESTBOUND RIGHT TURN OVERLAP DURING THE PROTECTED SOUTHBOUND LEFT TURN PHASE.
 16. DEVELOPER IS REQUIRED TO MODIFY PAVEMENT MARKINGS TO EXTEND THE EXISTING SOUTHBOUND LEFT TURN LANE ON NOLENSVILLE PIKE AND BURKITT ROAD TO THE MAXIMUM EXTENT POSSIBLE. THIS IS TO BE DONE AFTER THE RECORDING OF 500 LOTS.
 17. AS PART OF THE DEVELOPMENT OF CONSTRUCTION PLANS, PREPARE AND DOCUMENT ADEQUATE SIGHT DISTANCE FROM THE PROJECT ACCESS AT THE INTERSECTION OF BURKITT ROAD REFER TO NOTE 5 ABOVE AND ALL OTHER PROPOSED INTERSECTIONS.
 18. DEVELOPER SHALL CONDUCT A SIGNAL WARRANT ANALYSIS AT THE INTERSECTION OF BURKITT ROAD AND THE PROJECT ACCESS WITH THE FINAL PLATING OF EACH PHASE BEGINS WITH THE PLATING OF THE 200TH LOT OR AS DIRECTED BY THE METRO TRAFFIC ENGINEER. THE WARRANT ANALYSIS AND TRAFFIC COURT SHALL BE SUBMITTED TO THE METRO TRAFFIC ENGINEER FOR REVIEW AND APPROVAL. THE DEVELOPER SHALL DESIGN AND INSTALL A TRAFFIC SIGNAL WHEN APPROVED BY THE TRAFFIC AND PARKING COMMISSION.

SP Development Summary

● COUNCIL DISTRICT:	31st
● COUNCIL MEMBER:	Parker Toler
● DEVELOPER:	SAF Properties 7177 Nolensville Road B-3 Nashville, TN 37135 (615) 776-7375 Contact: Fred Yazdani
● OVERLAY DISTRICT:	N/A
● SP NAME:	Silver Spring Valley
● SP NUMBER:	2009SP-031-001
● PLAT PREPARATION DATE:	10-12-09
REVISIONS:	10-28-09 2-17-10 8-19-10 1-28-10 2-26-10 2-9-10 3-23-10
● SCALE:	1" = 100'
● SHEET NUMBER:	SHEET 1 OF 1
● SURVEYOR:	Anderson, Delk, Eggs & Associates, Inc. 618 Grassmere Park Drive, Suite 4 Nashville, TN 37211 phone: (615) 331-0809 fax: (615) 331-0800 e-mail: andersondelk@bellsouth.net
● FEMA MAP NO.:	47037C043F, ZONE "X"

Case Number : 2009SP-031-001
Development Plan
Silver Spring Valley
 Proposed SP Development
 31st Councilmanic District
 Nashville, Davidson County, Tennessee
 developer
SAF Properties
 7177 Nolensville Road B-3
 Nolensville, TN 37135
 (615) 776-7375
 Date: 10-12-09 Scale : 1" = 100'
 Revised : 3-23-10
 8-19-10
Anderson, Delk, Eggs & Associates Inc.
 618 Grassmere Park Drive, Suite 4
 Nashville, Tennessee 37211
 (615) 331-0809

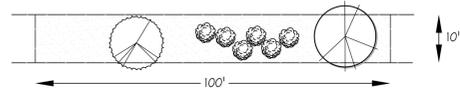


- PLAN REGULATIONS:**
- Total minimum tree density shall be 14 Tree Density Units (TDUs) per gross acre, less building coverage. Tree Density Units shall be calculated using Metro Ordinance system for calculating points for existing and proposed trees. Existing trees used for TDU credit shall be shown on the Final Landscape Planting Plans with locations, size (dbh), and species.
 - A minimum of 1 tree per lot shall be installed on each lot. 1 tree per lot shall count towards the total TDU requirement.
 - Proposed trees used for calculating tree density shall have a minimum caliper of 2 inches and shall be a minimum of 6 feet tall.
 - Trees counted for TDUs shall be protected by a chain link fence and shall be installed per the detail on sheet L-2
 - Proposed tree species are shown on sheet L-2. Additional species may be added to the list during the preparation of the final Landscape Planting Plans.
 - The final Landscape Planting Plans shall be prepared and sealed by a Landscape Architect registered by the State of Tennessee.
 - At completion, the installation of the plant materials shall be inspected by a Landscape Architect registered by the State of Tennessee. The Landscape Architect shall verify whether the plan was installed per the plan approved by the Metro Urban Forester.
 - A Tree Removal Permit shall be obtained prior to removal of any existing trees.
 - An underground irrigation system or an outside house attachment within 100 feet of all landscaping shall be installed for all proposed trees, shrubs, and ground covers.
 - All street trees are to be understory trees.

Future Development
 PORTIONS OF PROPERTY LOCATED WITHIN WILLIAMSON COUNTY ARE FOR FUTURE DEVELOPMENT AND ARE NOT A PART OF THIS SP PLAN

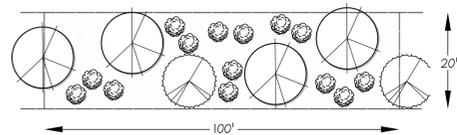
- LEGEND**
- PROPOSED CANOPY TREES
 - PROPOSED UNDERSTORY TREES
 - PROPOSED TREE PROTECTION FENCE

Sheet L-1 (1 of 2)
 Case Number : 2009SP-031-001
Preliminary Landscape Plan
Silver Spring Valley
 Proposed SP Development
 31st Councilmanic District
 Nashville, Davidson County, Tennessee
 developer
SAF Properties
 7177 Nolensville Road B-3
 Nolensville, TN 37135
 (615) 776-7375
 Date: 10-12-09 Scale: 1" = 100'
 REVISED: 1-28-10, 2-26-10, 3-26-10, 8-19-10
Anderson, Delk, Epps & Associates Inc.
 618 Grassmere Park Drive, Suite 4
 Nashville, Tennessee 37211
 (615) 331-0809



TYPICAL PLANTING 1

n.t.s.



TYPICAL PLANTING 2

n.t.s.

**TYPICAL PLANTING 1
REQUIREMENTS PER 100 FEET**

- 1 Canopy Tree -- 50% or more must be Evergreen
- 1 Understory Tree -- 50% or more must be Evergreen
- 6 Shrubs -- 50% or more must be Evergreen

Existing Trees 4 inches in caliper DBH and greater shall count for the trees required above provided that they are in healthy condition at the time of inspection at completion of the project by the Landscape Architect. If there are not 2 existing trees that remain per 100' after construction a Canopy Tree and an Understory Tree must be installed for each 100 linear feet (e.g. 1 existing tree remains, so no Canopy Trees and 1 Understory Tree must be installed.) Trees must be relatively uniformly distributed. (e.g. for 300 feet of Typical Planting Area there are only 6 trees clustered within a 50 foot area. Those trees will count for a 100 foot area. The other 200 feet of Typical Planting Area must have 1 Canopy Tree and 1 Understory Tree installed as required above.) If the area is heavily forested and planting shrubs is not feasible, then it is possible that a lesser number or no shrubs may be installed.

**TYPICAL PLANTING 2
REQUIREMENTS PER 100 FEET**

- 3.5 Canopy Tree -- 50% or more must be Evergreen
- 1.4 Understory Tree -- 50% or more must be Evergreen
- 14 Shrubs -- 50% or more must be Evergreen

LEGEND FOR TYPICAL PLANTINGS



LIST OF POTENTIAL TREE SPECIES

CANOPY TREES:

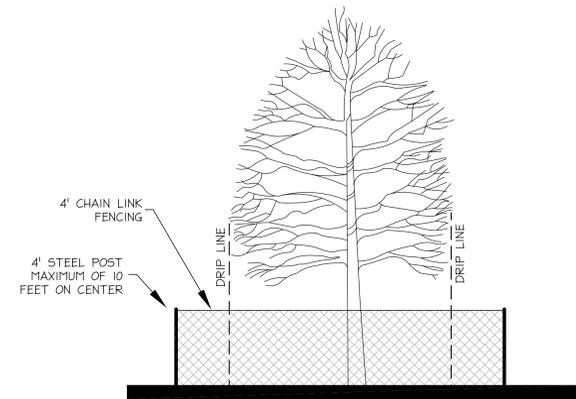
- Acer rubrum 'Red Sunset' -- Red Sunset Red Maple
- Acer saccharum -- Sugar Maple
- Liriodendron tulipifera -- Tuliptree
- Magnolia grandiflora -- Southern Magnolia
- Magnolia grandiflora 'Alta' -- Alta Magnolia
- Pinus strobus -- White Pine
- Pinus taeda -- Loblolly Pine
- Platanus acerifolia -- London Planetree
- Quercus nuttalli -- Nuttall Oak
- Quercus phellos -- Willow Oak
- Quercus palustris -- Pin Oak
- Quercus rubra -- Red Oak
- Salix babylonica -- Weeping Willow
- Taxodium distichum -- Common Bald Cypress
- Ulmus parvifolia 'Alee' -- Alee Chinese Elm

UNDERSTORY TREES:

- Acer campestre -- Hedge Maple
- Cercis canadensis -- Eastern Redbud
- Cornus florida -- Flowering Dogwood
- Cornus kousa chinensis -- Chinese Kousa Dogwood
- Ilex attenuata 'Fosteri' -- Foster Holly
- Lagerstroemia Indica -- Crape Myrtle
- Magnolia grandiflora 'Little Gem' -- Little Gem Magnolia
- Magnolia virginiana -- Sweetbay Magnolia
- Prunus cerasifera 'Thundercloud' -- Thundercloud Purpleleaf Plum

EVERGREEN SCREENING:

- Cupressocyparis leylandii -- Leyland Cypress
- Juniperus virginiana -- Eastern Red Cedar
- Magnolia grandiflora -- Southern Magnolia
- Pinus strobus -- White Pine
- Pinus taeda -- Loblolly Pine



PLACE POSTS AND FENCING 5 FEET BEYOND DRIP LINE OF TREES, NOT MORE THAN 10 FEET ON CENTER

TREE PROTECTION DETAIL

n.t.s.

Sheet L-2 (2 of 2)

Case Number : 2009SP-031-001

Preliminary Landscape Plan

Silver Spring Valley

Proposed SP Development

31st Councilmanic District

Nashville, Davidson County, Tennessee

developer

SAF Properties

7177 Nolensville Road B-3
Nolensville, TN 37135
(615) 776-7375

Date : 10-12-09 Scale : 1" = 100'

Anderson, Delk, Epps & Associates Inc.

618 Grassmere Park Drive, Suite 4
Nashville, Tennessee 37211
(615) 331-0809