

HORSESHOE COVE

COVENANTS, DECLARATIONS and RESTRICTIONS & BY-LAWS

HOMEOWNER

This instrument prepared by:
GAYLE T. MOYER
128 Holiday Court., #125
Franklin, Tennessee 37064

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AN EASEMENTS
OF HORSESHOE COVE**

THIS DECLARATION, made on July 31, 1987, by JULIET RANDOLPH, TRUSTEE,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the fee simple Owner of certain real property sometimes referred to herein as HORSESHOE COVE, in Wilson County, State of Tennessee which is more particularly described in Exhibit A, attached hereto and made a part hereof, together with such additional land as may from time to time be designated by Declarant and made subject to this Declaration by amendment hereto, all hereinafter referred to collectively as the "Property".

NOW THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, Restrictions and Easements, which Declaration of Covenants, Conditions, Restrictions and Easements shall be and are easements, restrictions, covenants and conditions appurtenant running with the land and shall be binding upon in ure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their respective heirs, successors and assigns, as their respective interest may appear.

ARTICLE I DEFINITIONS

Unless the context expressly requires otherwise, the terms listed in this Article I shall have the following meaning whenever used in this Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Association" shall mean and refer to Horseshoe Cove, a Tennessee nonprofit corporation and its successors and assigns.

Section 2. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may from time to time be amended and exist.

Section 3. "Board" shall mean the Board of Directors of the Association, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 4. "Builder" means any person or entity who acquires a Lot from Developer for the purpose of constructing thereon a single-family residence and appurtenances, for resale in the ordinary course of the business of such person or entity.

Section 5. "Horseshoe Cove Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Open Space.

Section 6. "Open Space" shall mean all real property {including any improvements thereon} which shall from time to time be designated by Declarant for the common use and enjoyment of the Owners, or conveyed to the Association in fee simple, and as shown on the Plat as defined herein; together with the rights-of-way, easements, appurtenant, improvements and hereditaments described in this Declaration, all of which shall be and are covenants running with the land at law.

Section 7. "Declarant" shall mean and refer to Juliet Randolph, Trustee, her assigns, successors and/or representatives.

Section 8. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed, or extended from time to time in the manner herein prescribed.

Section 9. "Developer" shall mean the same as "Declarant" as defined herein.

Section 10. "Law" shall include any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Tennessee, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 11. "Lot" shall mean and refer to a plot of land shown on and identified by number upon the Plat now or hereafter made subject to this Declaration, which is intended for single-family residential use.

Section 12. "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 13. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner. Both the Declarant and Builders are Owners for all purposes under this Declaration, to the extent of each lot owned, except where expressly provided otherwise.

Section 14. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 15. "Plat" shall mean those certain plat entitled "Horseshoe Cove, Phase I," of record in Plat Book 18, Page 171 and "Horseshoe Cove, Phase II" of record in Plat Book 18, Page 171 in the Register's Office for Wilson County, Tennessee, together with all plats of future sections or phases similarly recorded, as well as all future recorded plats, if any, describing those additional parcels of land annexed, as described thereon, and made subject to this Declaration by amendment hereto.

Section 16. "Recorded" shall mean field of record in the Register's Office for Wilson County, Tennessee or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Wilson County, Tennessee.

Section 17. "Structure" shall mean

- (a) Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot;
- (b) Any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters in any nature or wash or drainage channel from upon or across any Lot.

Section 18. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

ARTICLE II OPEN SPACE

Section 1. Convenance of Open Space Property. The Declarant may from time to time designate and convey to the Association real property in fee simple to be the Open Space for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Open Space subject to the terms and conditions of this Declaration and the obligations set forth herein.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Open Space which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Open Space by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Open Space and to impose reasonable limits upon the number of guests who may use these facilities;
- (b) the right of the Association to suspend the voting rights and right to the use of the Open Space by an Owner for any period during which any Assessment, as defined therein, against his Lot remains unpaid, or any Owner who shall be subject to a Right of Abatement, as defined in ARTICLE V Section 3 (q), by reason of having failed to take reasonable steps to remedy a violation or breach of either this Declaration, Association Documents, or the design standards contained herein, within (10) days after having received notice of the same; and for a period not to exceed 60 days for any other infraction of the Association Documents or Horseshoe Cove Homeowners Association Rules;
- (c) the right of the Declarant and the Association to grant easements in and to the Open Space for all utility services, including cable television and other public uses which benefit the subdivision as a whole;
- (d) the right of the Association to take such steps as are reasonable necessary to protect the Association property against foreclosure;
- (e) the right of the Association to borrow money for the purpose of improving the Open Space or acquiring additional Open Space property, and to mortgage or otherwise burden or encumber the Common Area. Any such loan may be from the Declarant. In the event of a default upon any such mortgage or other burden or encumbrance, the lender, in addition to its other remedies, shall have a right, after taking possession of such property (where such right to possession exists) to charge admission and other fees as a condition to continued enjoyment of such property to a wider public until the mortgage or other debt is satisfied. Whereupon the possession of such property shall be returned to the Association and all rights of the members hereunder shall be fully restored;

- (f) the right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Open Space to any public agency, authority, or utility' or, subject to such conditions as may be agreed to by the Lot Owner, to any other Person for such purposes. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of those members of the Association authorized to vote has been recorded.
- (g) The Declarant hereby retains the right to the exclusive use of any Lot or Lots for purposes of sales and other commercial activities necessary for completion of the Work until Declarant completes its sales efforts.

Section 3. Responsibilities of the Association. Upon conveyance, the Association shall be responsible for the Open Space, including by not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities.

Section 4. Declaration of Use. Any Owner may delegate, in accordance with the by-laws and Horseshoe Cove Homeowners Association Rules, his right of enjoyment to the Open Space and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 5. Destruction of Common Area. In the event of a total or partial destruction of the Open Space, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the repair or reconstruction, the Open Space shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Owners entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the cost of reconstruction, reconstruction may nevertheless take place if, within 120 days from the date of destruction, a majority of the Lot owners elect to rebuild.

ARTICLE III
HORSESHOE COVE HOMEOWNERS ASSOCIATION, INC.

Section 1. Purpose. The Association shall be formed for the purpose of maintaining the Open Space, and for such other purposes as set forth herein.

Section 2. Membership.

- (a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each lot.
- (b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two classes of voting membership.

Class A. So long as there is Class B membership, Class A members shall be all Owners, except the Declarant, and shall not be entitled to vote. Upon termination of Class B membership, Class A members shall be all Owners, including Declarant so long as Declarant is an Owner. Each owner shall be entitled to one vote for each Lot owned. If more than (1) one person owns an interest in any Lot, all such persons are members; but there may be only (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall have sole voting power. 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 all the lots in Horseshoe Cove as shown on the Plat have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, or
- (b) On the fifth (5th) anniversary of the execution of this Declaration, or
- (c) When Declarant elects by notice to Association in writing to terminate its Class B membership.

Section 4. Rights and Obligations of the Association. Besides those responsibilities to the Open Space outlined in ARTICLE II, the Association must also manage, operate, maintain, repair, service, replace and renew all rights-of-way for common use within the Property, and all improvements therein, to the extent such activities are not performed by any public authority or utility. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant servicing the Open Space. The Association also may provide other services, such as, but not limited to security services, as the Association deems appropriate.

Section 5. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the property or the enforcement of this Declaration, the Association Documents of Horseshoe Cove Homeowners Association Rules.

Section 6. Capital Improvements. Except for replacement or repair of items installed by Declarant as part of the work, if any, and except for any personal property related to the Open Space, the Association may not expend funds for capital improvements to the Open Space without prior approval of two-thirds (2/3) of those members of the Association authorized to vote.

Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Document.

Section 8. Horseshoe Cove Homeowners Association Rules. The Association, from time to time, may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Open Space, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and voting at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all time shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

Section 9. Powers and Authority. The Association shall have the power and authority to do any and all lawful thing which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time from time to time, and without liability to any Owner, to enter upon any lot for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Horseshoe Cove Homeowners Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and Horseshoe Cove Homeowners Association Rules.

ARTICLE IV ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Property, 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, hereinafter referred to as “Annual Assessments”
- (2) special assessment for capital improvements, hereinafter referred to as “Special Assessments”, and
- (3) specific assessment for acquired indebtedness hereinafter referred to as “Specific Assessments” such assessments to be established and collected as hereinafter provided.

The Annual, Special and Specific Assessments, hereinafter collectively referred to as “Assessments”, together with interest, costs, and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, cost, and reasonable attorney’s fees, shall also be the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner’s successors in title unless expressly assumed in writing by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Open Space; the maintenance of a reserve fund for the replacement of the Open Space and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of any design standard contained in the Declaration and Association Document; the payments of operating costs and expenses of the Association; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Open Space and those other responsibilities as outlined herein, and (ii) all other general activities and expenses of the Association, including the enforcement of this Declaration. The Annual Assessment shall include the property taxes of the Open Space.

Section 4. Maximum Annual Assessment. Until January 1, 1989, the Annual Assessment will not exceed \$35.00 per year per lot. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. A majority of those Owners present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Owners present who are authorized to vote and voting will determine the Annual Assessment for the next ensuing fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, or without interest, as the Board determine. In the absence of any valid action by the Board of the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect automatically will continue for the ensuing fiscal year.

Section 5. 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 the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Open Space, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of those members authorized to vote, as defined herein, who are voting in person or by proxy at a meeting duly called for this purpose. Any such Special Assessment may be payable in one or more installments with or without interest as determined at the meeting.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand.

Section 7. Notice and Quorum for Any Action Authorized under Article IV. Written notice of any meeting called for the purpose of taking any action authorized to increase the Annual Assessment shall be sent to all members authorized to vote not less than 10 days nor more than 30 days in advance of the meeting; and for all other Assessments notice shall be sent to all members authorized to vote not less than 5 business days nor more than 10 days in advance of the meeting.

Section 8. Uniform Rate of Assessment and Declarant's Obligations for Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, provided however, that notwithstanding anything herein to the contrary that in no event shall Declarant be obligated to pay more than the lesser amount of twenty-five percent (25%) of the aggregate sum of the Annual Assessment and Special Assessment levied against all Lots owned by Declarant during each calendar year which annual assessment shall be prorated for the period of time during which calendar year the Declarant is the Owner of said Lot Association's operating expenses and the Annual Assessments collected from Owners other than the Declarant.

Section 9. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Assessments or otherwise; and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reductions of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 10. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots as of the first day of the month following the recording of this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 11. Certificate as to Status of Payment. Upon written request of an owner, the Association shall within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchase of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 12. Assessment Lien. All sums assessed to any Lot, together with interest and all cost and expenses of collection (including reasonable attorneys' fees for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by a First mortgage encumbering such Lot, as provided herein; but all Persons acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens on any Lot after this Declaration is established by this Declaration whether or not such consent is set forth in this instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 13. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish, provided, however, that in no event shall the Association have the power to establish a rate of interest in violation of the law of the State of Tennessee. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien on its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by the nonuse of the Open Space or abandonment of his Lot.

Section 14. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice however, to the Association's rights to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

ARTICLE V

GENERAL CONVENANTS AND RESTRICTIONS

Section 1. Residential Use of Property. All Lots shall be used for single-family residential purposes only, and no business or business activity shall be carried on or upon any lot at any time.

Section 2. Building Requirements.

- (a) with the exception of Lot 49, as shown on plat of record in Plat book 18 Page 171, and Lots Numbers 50, 51, and 52, as shown on plat of record in Plat Book 18, Page 171, Register's Office of Wilson County, Tennessee, all Lots shall have only one story houses containing at least sixteen hundred and fifty (1650) square feet, excluding garages, carports, porches, and breezeways; or one and one half and two-story houses containing at least eighteen hundred (1800) square feet excluding garages, carports, porches, and breezeways. Lots 49, 50, 51 and 52 shall be restricted to either a one-story house containing at least twenty two hundred (2200) square feet; or one and one-half or two story houses containing at least twenty four hundred (2400) square feet.
- (b) There shall be an Architectural Review committee composed of the Declarant and two (2) builders designated by the Declarant. The builders selected for the Architectural Review Committee shall have purchased at least ten (10) lots. However, the Declarant may waive this requirement if necessary.

- (c) For each lot, the builder of each house shall submit to the Architectural Review Committee for approval a copy of the construction plans and building specifications, including square footage and a plan showing (i) the location of the improvements on the lot; (ii) the grade elevation (including rear, front and side elevations); and (iii) the color and type of all exterior materials. Additionally, the builder shall submit the proposed selling price. Written approval of these items must be obtained from the Architectural Review Committee so as to maintain conformance and harmony in said Horseshoe Cove Subdivision and the Architectural Review Committee should have final authority to approve or disapprove these items.
- (d) All structures constructed in this subdivision shall be of wood or brick veneer, vinyl or aluminum, subject to the express approval of the Architectural Review Committee in order to protect the value and desirability of the subdivision. The exterior building material of all structures shall extend to ground level.
- (e) All driveways are to be paved with either concrete or bituminum asphalt.

Section 3. Other Matters.

- (a) The lot owners shall maintain all easements of record on their lot.
- (b) No noxious or offensive activity shall be carried on upon any lot in this subdivision or upon any part thereof, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (c) No temporary structure shall be used at any time as a residence.
- (d) No vehicle shall be regularly or habitually parked on any street in this subdivision, and every Owner of a residence in this subdivision shall provide adequate facilities for off-street parking for all vehicles kept on the premises.
- (e) No boat, trailer, or any other recreational vehicle shall be regularly or habitually parked in front of the building line.
- (f) No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that of dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. Animal yards, quarters or pens shall be screened from the view of adjacent yards and/or streets.
- (g) Any fence erected upon any lot in the subdivision is considered a structure, and it is thereby subject to the express approval of the Architectural Review Committee in order to protect the value and desirability of the subdivision. Acceptable materials include, but are not necessarily limited to, stone, brick, wood, and ornamental metal. Other materials may be considered, but must be approved by the Architectural Review Committee prior to construction. Chain-linked fencing and barbed wire are prohibited. Any fence shall be erected only in the rear yard no nearer to the front Lot line than the edge of the house and shall not exceed six (6) feet in height. The decorative or finished side of all fences shall face adjacent dwellings, lots, or streets. (Amended 2014).

- (h) No mobile home or any type of structure transported from another location is to be used as a residence.
- (i) Except for the existing satellite dish on Lot 49, in Phase II of the Horseshoe Cove development, all television antennae, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception television broadcast signals, direct broadcast satellite service or multichannel multipoint distribution (wireless cable) services must be one (1) meter or less in diameter, must be located to the rear of a Lot and not visible from the street (unless such location would preclude reception of any acceptable quality signal) and may not be affixed to any portion of the Open Space (Amended 2014).
- (j) No clotheslines are permitted, and all residences shall keep garbage cans at the rear of the house or out of public view to the extent possible. (Amended 2014).
- (k) Construction of any dwelling in said subdivision shall be substantially completed within twelve (12) months from date said construction commences, unless otherwise waived by Developer.
- (l) The acceptance of a conveyance of any Lot or lands included within the above described real estate by any person or persons shall be construed to be in acceptance and affirmance by such person or persons of all the protective covenants, conditions, reservations and restrictions set out herein, whether or not the same be set out or specified in such conveyance, also any lot owner petitioning for a zoning variance to construct an improvement nearer his property line than is permitted by the original plat, conditions, restrictions, reservations and protective covenants need only have written approval of the immediate adjoining property owners and not the written approval of all Lot Owners in the subdivision.
- (m) Each and all of the protective covenants, conditions, reservations, and restrictions contained herein shall run in favor of and shall inure to the benefit of all Owners of lands included within the above described real estate jointly and severally, and may be enforced by them or by any of them in any court of competent jurisdiction by injunction or other appropriate remedy. The party adjudged to have violated any of said rest actions shall be liable to the aggrieved party for all cost and expenses including reasonable attorney fees, which shall be fixed by the court hearing said matter. The Owner of any part of this subdivision shall have the right to enforce said protective covenants, conditions, reservations, and restrictions without proof of pecuniary damages to his own property in said tract.
- (n) The restrictions, conditions, reservations and protective covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date said covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless any instrument signed by a majority of the then Owners of lands included

within the above described real estate has been recorded agreeing to change or waive any covenant in whole or in part.

- (o) Invalidation of any of the foregoing covenants, conditions, reservations or restrictions by judgment or order of a court shall in no way effect any of the other covenants, conditions, reservations and restrictions, all of which shall remain in full force and effect.
- (p) Every Lot Owner in Horseshoe Cove Subdivision shall be a member of the Horseshoe Cove Homeowners' Association.
- (q) Each Lot Owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Association or any aggrieved Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has a right to recover all cost and expenses incurred (including reasonable attorneys' fees). However, no Owner has the right to recover attorneys' fees from or against the Association unless provided by law. Failure of the Declarant, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association shall have a right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the cost of collection and reasonable attorneys' fees, together with interest thereon at the maximum legal rate per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

- (r) so long as Declarant owns a Lot subject to this Declaration, or additional realty of Declarant as set forth herein, Declarant may, in its sole discretion, except as herein stated, amend this Declaration so long as such amendment is not in violation of the laws of Tennessee and shall not impair or reduce the interest of any Mortgagee or Owner of a Lot unless said Mortgagee or Owner shall consent in writing to such modification or recision of their rights and interests. Such consent shall be filed with such

amendment. The Declaration, as amended shall be rights and interest appurtenant to the realty owned by the Declarant referred to hereinabove and shall run with the land at law.

In addition to the foregoing, this Declaration may be amended by a vote of seventy five percent (75%) of the Owners; provided that

- (1) any such amendment shall not be effective until recorded in the Register's Office for Wilson County, Tennessee
- (2) any such amendment shall not adversely affect any rights or interests of Declarant or as the same may be amended by Declarant as provided herein, unless agreed to in writing by Declarant,
- (3) any such amendment shall not have priority over any amendment made by Declarant, as long as Declarant owns a Lot, and
- (4) any such amendment shall not alter, modify or rescind any right, title, interest or privilege herein granted or accorded to any Mortgagee of a Lot affected thereby unless such holder shall consent in writing thereto, which consent shall be filed with such amendment.

Every purchaser or grantee of an interest in any real property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

IN WITNESS WHEREOF, the Declarant, Juliet Randolph, Trustee, has executed this instrument on this 31st day of July, 1987.

(signature of said Trustee is filed with Assn.)

JULIET RANDOLPH, TRUSTEE

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, James T. Oglesby, a Notary Public, Juliet Randolph, Trustee, with whom I am personally acquainted, (or proved to me on the bases of satisfactory evidence) and who acknowledged that she executed the within instrument for the purpose therein contained.

Witness my hand and official seal at office at Franklin, Tennessee, this 31st day of July 1987.

(signature of said Notary is filed with Assn.)

NOTARY PUBLIC

My commission expires:

(Expiration date is filed with Assn.)

EXHIBIT A

Being a 49.46 more or less acre tract of land lying in the First Civil District of Wilson County, Tennessee, and being the C.S. Anderson et ux property as of record in Book 260, Page 83, Register's Office Wilson county, Tennessee, and being more particularly described as follows;

Beginning at a point in the centerline of Nonaville Road, said point being the most Southeasterly corner of the herein described tract and the most Southwesterly corner of the Robert P. Cain, jr. Trustee property as of record in Book 371, Page 195, Register's Office Wilson County, Tennessee; thence with said centerline of Nonaville Road, and with a curve to the right having a radius of 805.78 feet, a delta of 19 degrees, 28 minutes, 21 seconds, a chord bearing of North 73 degrees, 32 minutes, 43 seconds West, a chord distance of 272.50 feet to a point; thence leaving the centerline of Nonanville Road and with the Easterly lines of the Will F. Frazier et ux property as of record in Book 177, Page 13, and the Junior Lee Turner property as a record in Book 392, Page 735, Register's Office Wilson County, and with a fence, North 8 degrees, 25 minutes, 31 seconds East a distance of 1896.86 feet to an existing iron pin; thence with the Northerly line of said Turner property North 83 degrees, 11 minutes, 20 seconds West a distance of 200.21 feet to an existing iron pin; thence leaving the Northerly line of said Turner property and with the Easterly line of tract number Two of the Lallie T. Tichter et ux property as of record in Book 158, Page 331, Register's Office Wilson County, Tennessee, the following calls;

North 05 degrees, 24 minutes, 31 seconds East a distance of 482.39 feet to a point; thence North 71 degrees, 30 minutes, 38 seconds West a distance of 162.41 feet to a point, thence North 67 degrees, 07 minutes, 48 seconds West a distance of 93.60 feet to a point, thence North 49 degrees, 03 minutes, 34 seconds West a distance of 89.26 feet to a point, thence North 34 degrees, 49 minutes, 01 seconds West a distance of 80.20 feet to a point, thence North 14 degrees, 57 minutes, 20 seconds West a distance of 83.14 feet to a point; thence North 6 degrees, 07 minutes, 44 seconds West a distance of 112.59 feet to a point; thence North 4 degrees, 29 minutes, 33 seconds East a distance of 118.67 feet to appoint; thence North 13 degrees, 15 minutes, 05 seconds East a distance of 138.64 feet to a point, said point being the most Southeasterly corner of the John H. Lynch et ux property as of record in Book 190, Page 164, Register's Office Wilson County; thence with the Easterly line of said Lynch property North 12 degrees, 36 minutes, 10 seconds East a distance of 103.89 feet to a point in the Southerly line of tract number One of the afore-mentioned Lallie T. Richter et ux property; thence leaving the Easterly line of said Lynch property and with the Southerly line of said Richter tract number One South 78 degrees, 09 minutes, 53 seconds East a distance of 148.48 feet to a point; thence with the Easterly line of said Richter's tract number One north 36 degrees, 14 minutes, 11 seconds East a distance of 271.96 feet to a point on the Southerly line of tract number D-436-1, (Old Hickory Lake), which was acquired by the United States of America in eminent domain proceedings by Civil Action Number 1781, United States District Court at Nashville, Tennessee, in or about March , 1956; thence with the Southerly line of said United States of America property the following calls;

South 38 degrees, 03 minutes, 43 seconds East a distance of 82.75 feet to a point; thence South 40 degrees, 56 minutes, 39 seconds East a distance of 123.45 feet to a point; thence South 00 degrees, 08 minutes, 07 seconds West a distance of 168.07 feet to a point; thence South 24 degrees, 00 minutes, 37 seconds West a distance of 92.18 feet to a point; thence South 17 degrees, 26 minutes, 04 seconds West a distance of 129.29 feet to a point; thence North 67 degrees, 35 minutes, 08 seconds East a distance of 101.79 feet to a point; thence North 66 degrees, 36 minutes, 24 seconds East a distance of 111.00 feet to a point; thence North 37 degrees, 44 minutes, 55 seconds East a distance of 202.53 feet to a point; thence North 82 degrees, 14 minutes, 55 seconds East a distance of 92.70 feet to a point; thence

South 74 degrees, 39 minutes, 00 seconds East a distance of 74.96 feet to a point; thence South 85 degrees, 20 minutes, 16 seconds East a distance of 124.05 feet to a point; thence South 57 degrees, 22 minutes, 26 seconds East a distance of 282.66 feet to a point; thence South 50 degrees, 27 minutes, 31 seconds East a distance of 411.60 feet to a point, said point being the most Northwestern corner of the Gail Geny Edwards property as of record in book 388, Page 14, Register's Office Wilson County, Tennessee; thence leaving said United States of America property and with the Westerly line of said Edwards property South 14 degrees, 26 minutes, 32 seconds West a distance of 387.56 feet to a point on the Northerly line of Robert P. Cain, Jr. Trustee property as of record in Book 371, Page 195, Register's Office Wilson County, Tennessee; thence leaving the Westerly line of said Edwards property and with the common line of the herein described tract and said Cain property the following calls;

South 81 degrees, 09 minutes, 28 seconds West a distance of 361.50 feet to a point; thence South 13 degrees, 38 minutes, 24 seconds West a distance of 340.10 feet to a point; thence South 04 degrees, 07 minutes, 53 seconds West a distance of 230.93 feet to a point; thence South 15 degrees, 01 minutes, 34 seconds West a distance of 476.71 feet to a point; thence South 19 degrees, 29 minutes, 50 seconds West a distance of 252.30 feet to a point; thence South 19 degrees, 32 minutes, 07 seconds West a distance of 815.55 feet to a point; thence South 08 degrees, 19 minutes, 07 seconds West a distance of 226.50 feet to a point of Beginning, containing 49.46 acres, more or less.

Being the same property conveyed to Juliet Randolph, Trustee, by Singing Springs Ranch, Inc., by deed of record in Deed Book 401, Page 779, Register's Office of Wilson County, Tennessee, and the same property conveyed to Juliet Randolph, Trustee, by deed from Horseshoe Cove, Inc., of record in Deed Book 404, Page 823, Register's Office of Wilson County, Tennessee, and correction deed in Book 405, Page 516 said Register's Office.

Record Aug. 6, 1987 at 12:06
O'Clock p.m. Book 24
Page 155 in TD Book #558
Page 531 Register's Office
Of Wilson County, Tennessee
On this 6th day of Aug. 1987
Signature of said Register
is on file with association,
Register

Fee \$.00
Recording Fee \$ 112.00
Total \$ 112.00
Receipt No. 74319
Margie Trice
Register of Deeds
Wilson Co. TN

THIS INSTRUMENT PREPARED BY
BERRY & OGLESBY, ATTORNEYS AT LAW, 123 THIRD AVE., NORTH, FRANKLIN, TN
**AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS
OF
HORSESHOE COVE**

The Declaration of Covenants, Conditions, Restrictions and Easements of Horseshoe Cove of record in Book 558, Page 531, Register's Office of Wilson County, Tennessee, is hereby amended by changing Section 3 (i) to read as follows:

Section 3. Other Matters.

- (i) no "satellite dish antenna" shall be erected or placed on any Lot, except that one (1) such device may be erected and maintained only on Lot 49, Phase II, as appears of record in Plat Book 18, Page 439, ROWC, Tennessee.

In all other respects the aforesaid Declaration of Covenants, etc. remain the same as originally recorded.

Executed on or as of the 6th day of September, 1989, by all of the undersigned lot owners of Horseshoe Cove.

(signature of Trustee is filed with Association)

JULIET RANDOLPH, TRUSTEE

Owner of all lots in Horseshoe Cove, Phase I
& Phase III

(signature of Owner is filed with Association)

JOHN S. WHITE

(signature of Owner is filed with Association)

MONICA K. WHITE

Owners of Lot 49, Horseshoe Cove, Phase II

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, (signature filed with Association), a Notary Public, JULIET RANDOLPH, TRUSTEE, the within named bargainers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained as such Trustee.

Witness my hand and official seal at office at Franklin, Tennessee, this the 6th, day of September, 1989.

(Signature filed with Association)

Gayle Moyer
NOTRY PUBLIC

My commission expires
4-23-91

Personally appeared before me, the undersigned, a Notary Public, in and for the State and County aforesaid, JOHN S. WHITE and WIFE, MONICA K. WHITE, the within named bargainers, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained as such Trustee.

Witness my hand and official seal at office at Franklin, Tennessee, this the 6th, day of September, 1989.

(Signature filed with Association)

Gayle Moyer
NOTRY PUBLIC

My commission expires

4-23-91

Record Sept. 8, 1989 at 10:30
O'Clock a.m. Book 25 Page 499
Recorded in 20 Book #581
Page 623 Register's Office
Of Wilson County, Tennessee
On this 6th day of Sept. 1989
Signature of Said Register
Is on File with Association,
Register

THIS INSTRUMENT PREPARED BY:
Gayle T. Moyer, Attorney at Law
Mid-State Title & Escrow, Inc.
128 Holiday Court, #125
Franklin, Tennessee 37064

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
HORSESHOE COVE**

The Declaration of Covenants, Conditions, Restrictions and Easements of Horseshoe Cove, of record in Trust Deed Book 558, Page 531, as amended in Trust Deed Book 581, Page 623, Register's Office of Wilson County, Tennessee, is further amended as follows:

ARTICLE III, Section 3. – Delete said Section 3 and substitute therefore the following Section 3:

Section 3. Voting. 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 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 equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1993

ARTICLE V, Section 2, Subsections (b) and (c) – Delete said subsections 9b) and (c) and substitute therefore the following Subsections:

- (b) There shall be an Architectural Review Committee composed of the Board of Directors of the Association, or by three (3) or more representatives appointed by the Board.

(c) No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, 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 acting as the Architectural Review Committee, or by its designated representatives acting as the Architectural Review Committee. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this provision shall be deemed to have been fully complied with.

ARTICLE V, Section 3. Subsection (n) – Delete said Subsection (n) and substitute therefore the following:

(n) The restrictions, conditions, reservations and protective covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five (25) years from the date said covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five (75%) of the lot Owners. Any amendment must be recorded in the Register's Office of Wilson County, Tennessee.

ARTICLE V. Section 3, Subsection (r) – Delete said Subsection [r] in full.

ARTICLE V. Section 3 – Add the following new Subsection [r]

[r]As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration; Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, Restrictions, and Easements.

IN WITNESS WHEREOF, the undersigned, being the owners of all of the lots of Horseshoe Cove, have executed this Amendment effective as of the ____ day of April, 1990.

(signature filed with Association)
JULIET RANDOLPH, TRUSTEE

(signature filed with Association)
CHARLES W. DAVIDSON

(signature filed with Association)
SUZANNE S. DAVIDSON

(signature filed with Association)
ROBERT L. JONES

(signature filed with Association)
JACK . J. WHITE

(signature filed with Association)
SARA WHITE

(signature filed with Association)
JOHN S. WHITE

(signature filed with Association)
MONICA K. WHITE

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public, in and for the State and County aforesaid, JULIET RANDOLPH, TRUSTEE, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Franklin, Tennessee, this the 9th, day of May, 1990.

(Signature filed with Association)

Cinda B. Wood
NOTRY PUBLIC

My commission expires: March 17, 1991

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public, in and for the State and County aforesaid, CHARLES W. DAVIDSON and SUZANNE S. DAVIDSON, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Franklin, Tennessee, this the 9th, day of May, 1990.

(Signature filed with Association)

Cinda B. Wood
NOTRY PUBLIC

My commission expires: March 17, 1991

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned, a Notary Public, in and for the State and County aforesaid, ROBERT L. JONES, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Mt. Juliet, Tennessee, this the 9th, day of May, 1990.

(Signature filed with Association)

Cinda B. Wood
NOTRY PUBLIC

My commission expires: March 17, 1991

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned, a Notary Public, in and for the State and County aforesaid, JACK J. WHITE and SARA WHITE, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Mt. Juliet, Tennessee, this the 9th, day of May, 1990.

(Signature filed with Association)

Cinda B. Wood
NOTRY PUBLIC

My commission expires: March 17, 1991

STATE OF TENNESSEE
COUNTY OF WILSON

Personally appeared before me, the undersigned, a Notary Public, in and for the State and County aforesaid, JOHN S. WHITE and MONICA K. WHITE, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office at Franklin, Tennessee, this the 9th, day of May, 1990.

(Signature filed with Association)

Cinda B. Wood
NOTRY PUBLIC

My commission expires: March 17, 1991

Record May 11, 1990 at 11:45
O'Clock a.m. Book 26 Page 249
Recorded in Book #588
Page 702 Register's Office
Of Wilson County, Tennessee
On this 11^h day of May, 1990
(Signature of Said Register
MARGIE TRICE is on File
with Association,
Register

THIS INSTRUMENT PREPARED BY:

Douglas A. Brace
Ortale, Kelley, Herbert & Crawford
Third Floor, Noel Place
200 Fourth Avenue North
Nashville, TN 37219-2196

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS OF
HORSESHOE COVE**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF HORSESHOE COVE is made this 27th day of May, 1992, by First Tennessee Bank National Association ("First Tennessee") and Horseshoe Cove Homeowners Association, Inc. (the "Association"), (hereinafter sometimes collectively referred to as the "Declarant").

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions, Restrictions and Easements of Horseshoe Cove (the "Declaration") dated July 31, 1987, is of record in Trust Deed Book 558, Page 531, as amended in Trust Deed Book 581, Page 623 and Trust Deed Book 588, Page 702, all in the Register's Office for Wilson County, Tennessee; and

WHEREAS, First Tennessee is the owner of eighty-four (84) of the lots in Horseshoe Cove Subdivision being Lot Numbers 1, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 53, 54, 55, 56, 57, 58, 63, 64, 65, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 86, 87, 88, 89, 90, 91, 92, 93, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104 and 105, on the plan of Horseshoe Cove, Phase I, of record in plat Book 18, Page 439, and lot Number 51 and 52, on the Plan of Horseshoe Cove, Phase III, of record in plat Book _____, Page 440, as amended in Plat book 18, Page 873, all in the Register's Office for Wilson County, Tennessee; and

WHEREAS, ARTICLE V, Section 3, Subparagraph [r] of the Declaration provides, in part, that the Declaration can be amended by the approval and vote of seventy-five (75%) percent of the owners of the Lots subject to the Declaration; and

WHEREAS, First Tennessee is the owner of eighty-four (84) lots of the total one hundred nine (109) lots in the subdivision, and after a duly called special meeting of the owners to amend the Declarations, and a vote, more than seventy-five (75%) percent of the lot owners voted to amend the Declaration as set forth below; and

WHEREAS, each owner of a lot in the Subdivision is a member of the Horseshoe Cove Homeowners Association, Inc., the Charter which is of record in Charter Book 13, Page 91, as amended in Charter Book 18, Page 178, Register's Office for Wilson County, Tennessee.

NOW, THEREFORE, for and in consideration of these premises, the Declarant does hereby amend the Declaration as follows:

1. ARTICLE V, Section 2(a) shall be amended by deleting the subparagraph in its entirety and substituting in lieu thereof the following: With the exception of Lot 49 as shown on the Plat of Horseshoe Cove, Phase II of record in Plat Book 18, Page 171, as amended in Plat Book 18, Page 873, and Lots 50 thru 72, 94, 102 and 109, as shown on Horseshoe Cove Phase III, in Plat Book 18, Page 40, as amended in Plat Book 18, Page 873, Register's Office for Wilson County, Tennessee, the living area of residential structures to be constructed upon each lot, exclusive of garages, porches or carports, shall not contain less than the number of square feet indicated for each type of residence as follows:

<u>TYPE</u>	<u>SQUARE FEET</u>
One (1) Story	1,400 Sq. Ft.
One and One-Half (1-1/2) Story Or Split Level	1,500 Sq. Ft.
Two (2) Story	1,600 Sq. Ft.

The living area requirements for Lots 49, 50, 51, and 52 are:

<u>TYPE</u>	<u>SQUARE FEET</u>
One (1) Story	2,200 Sq. Ft.
One and One-Half (1-1/2) Story Two (2) Story	2,400 Sq. Ft.

The living area requirements for lots 53 thru 72, 94, 102 and 109 are:

<u>TYPE</u>	<u>SQUARE FEET</u>
One (1) Story	1,650 Sq. Ft.
One and One-Half (1-1/2) Story Two (2) Story	1.800 Sq. Ft

2. ARTICLE V, Section 2. Building Requirements. Shall be amended by adding Subparagraph (f), which will read as follows:
 - (f) All lots shall consist of single family residential structures which shall include attached two car garages with doors

3. The foregoing Amendment to the Declaration is deemed effective only upon recording in the Register's Office for Wilson County, Tennessee. This Amendment was approved by a vote of owners owning more than seventy-five (75%) of the Lots of Horseshoe Cove Subdivision.
4. All other terms and conditions of the Declaration otherwise amended are affirmed and ratified.

IN WITNESS WHEREOF, this Amendment is adopted in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements of Horseshoe Cove as of the day and year first above written.

FIRST TENNESSEE BANK, N. A.

(signature on file with Association)
James M. McGrew, Jr., Vice President

HORSESHOE BEND HOMEOWNERS
ASSOCIATION, INC.

(signature on file with Association)
James M. McGrew, Jr., President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JAMES M. MCGREW, JR. with whom I am personally acquainted and who, upon oath, acknowledged himself to be Vice President of First Tennessee Bank, N. A., a Tennessee corporation, and that as Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation for himself as Vice President.

WITNESS my hand and seal at Franklin, Tennessee, this 27 day of May, 1992.

(signature on file with Association)
NOTARY PUBLIC
My commission expires: 3/2/1994

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JAMES M. MCGREW, JR. with whom I am personally acquainted and who, upon oath, acknowledged himself to be President of Horseshoe Cove Homeowners Association, Inc., a Tennessee corporation, and that as President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation for himself as President.

WITNESS my hand and seal at Franklin, Tennessee, this 27 day of May, 1992.

(signature on file with Association)

NOTARY PUBLIC

My commission expires: 3/2/1994

AFFIDAVIT AND CERTIFICATION

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

The undersigned does hereby make oath and certify that she is duly appointed and acting Secretary of Horseshoe Cove Homeowners Association, Inc., a Tennessee not for profit Corporation; that this Amendment was approved by more than 75% of Lot owners and, therefore, constitutes a valid Amendment to the Declarations, and that this Affidavit and Certification is hereby made a part of this Amendment.

WITNESS the hand of the undersigned Elizabeth W. Clark as Secretary this 27 day of May, 1992.

HORSESHOE COVE HOMEOWNERS
ASSOCIATION, INC.

(signature on file with Association)
Elizabeth W. Clark, Secretary

Sworn to and subscribed before me
This the 27 day of May, 1992.

(signature on file with Association)
NOTARY PUBLIC
My Commission expires: 3/6/1994

State Tax
Fee
Recording Fee \$24.00
Total \$24.00
Receipt No.12750
Margie L. TRICE, Register
by _____Deputy

Filed for record <u>May 29, 1992</u>
At <u>11:20</u> O'Clock A.M.
Noted in Note Book <u>27</u> Page # <u>477</u>
Recorded in <u>TN</u> Book # <u>609</u> Page
<u>974</u> in the Register's Office for
Wilson County, Tennessee. On this
<u>29</u> day of <u>May 1992</u> .
<i>(Signature on file with</i>
<i>Association),</i>
MARGIE TRICE
Register _____ Dep. Reg.

THIS INSTRUMENT PREPARED BY:
Douglas A. Brace, Reg #3485
Ortale, Kelley, Herbert & Crawford
Third Floor, Noel Place
200 Fourth Avenue North
Nashville, TN 37219-2196

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
HORSESHOE COVE, INC.**

THIS DECLARATION, made on the date hereinafter set forth by Horseshoe Cove, Inc., a Tennessee non-profit corporation, **Roger A. Schwantes** and wife, **Verna J. Schwantes** (owners of Lots 49 and 50), and First Tennessee Bank National Association (owner of Lots 51 and 52), hereinafter collective referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the holder of a permit issued by the Corps of Engineers (the “Corps”) for the operation of existing boat dock (the “Dock”) and Old Hickory Lake, Wilson County, Tennessee, which Dock is more particularly described on Exhibit A, located adjacent to and for the sole benefit of lot owners of Lots 49 and 50 on the Plan of Horseshoe Cove, resubdivision of Lots 49 and 50, as of record in Plat Book 18, page 873 and Lots 51 and 52, on the Plan of Horseshoe Cove, Phase III, as of record in Plat Book 18, Page 440, as amended in Plat Book 18, Page 873, all in the Register’s Office for Wilson County, Tennessee.

WHEREAS, Declarant wishes to establish certain covenants, conditions, and restrictions governing the Dock.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Dock and be binding on all parties having any right, title or interest (including a right of use) in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. “Declarant” shall mean and refer to Horseshoe Cove, Inc., its successors and assigns.

Section 2. “Owner” shall mean and refer to the permit holder from the Corps.

Section 3. “Lot(s)” shall mean owner(s) of Lots 49 and 50 on the Plan of Horseshoe Cove, resubdivision of Lots 49 and 50, as of record in Plat Book 18, Page 873 and Lots 51 and 52, on the plan of Horseshoe Cove, Phase III, as of record in Plat Book 18, Page 440, as amended in Plat Book 18, Page 873, all in the Register’s Office for Wilson County, Tennessee.

ARTICLE II
RULES OF CORPS OF ENGINEERS

The Dock shall be operated pursuant to a permit issued by the Corps of Engineers (“Corps”) and will be subject to the rules and regulations of the Corps governing the operation and use of such facilities.

ARTICLE III
PROPERTY RIGHTS

Section 1. Lot Owners’ Easements of Enjoyment. Owners of Lots will be Members of the Corporation and shall have the right and easement of enjoyment in and to the Dock, which shall be appurtenant to and shall pass with the Member’s ownership of the respective lots, subject to:

- (a) the right of the Corporation to impose and enforce rules for the maintenance and operation of the Dock
- (b) the right of the Corporation to suspend a Member’s right to use the Dock for any infraction of its published rules and regulations; and
- (c) the rules and regulations of the Corps.

Section 2. Delegation of Use. Any Lot Owner may delegate his right of enjoyment to the facilities to family members and guests as allowed by the rules of the Corporation.

Section 3. Evidence of Ownership. Ownership shall be evidenced by a deed of conveyance of a lot. Transfer of ownership shall be subject to the provisions of Article V, Section 1.

ARTICLE IV
COVENANT FOR MAINTENANCE AND OPERATION ASSESSMENTS

Section 1. Assessments. The Corporation shall have the authority to impose annual and special assessments (the “Assessments”) for the operation, maintenance, alteration and improvement of the Dock. The Assessments shall be the personal obligation of each Member of the Corporation.

Section 2. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as directed by the Board of Directors. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of annual assessment against each Member of the Corporation at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Corporation Member subject thereto. The dues dates shall be established by the Board.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Corporation 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 Dock, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Corporation Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Effect of Nonpayment of Assessments: Remedies of the Corporation. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of fifteen (15%) percent per annum or the lawful rate of interest if lower. The Corporation may bring an action at law against the Corporation Member personally obligated to pay the same, and place a lien against the delinquent Member's lot(s). No Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Dock. A delinquent Member shall not be allowed to use the Dock.

Section 5. Allocation of Assessments. All annual and special assessment shall be allocated equally among all Members based upon the number of Lots owned.

Section 6. Assessment Lien and Enforcement. A lien is retained in favor of the Corporation on each and every Lot as security for the prompt payment of all Assessments. Upon the failure of any Member to timely pay assessments, the Board is authorized to prepare and deliver to the Member a written notice of lien assessment setting forth the amount of such unpaid assessment, accrued interest, and other applicable charges. Thirty (30) days following the delivery of such notice in person or by depositing same in the U.S. mail, first-class, postage prepaid, to the Member's last-known address, the Board shall be entitled to file a lien against the Member's Lot(s). The lien shall include the reasonable costs of the Corporation in preparing and enforcing the lien, including attorney's fees.

Section 7. Subordination of Lien to Mortgages. The lien(s) provided for hereunder shall be subordinate to the lien of any first deed of trust (sometimes hereinafter called "Mortgage") of any lot. The sale or transfer of any lot which is subject to any Mortgage, pursuant to a foreclosure thereof or under a power of sale, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer; but the Corporation shall have a lien upon the proceeds from such foreclosure or sale junior only to the said foreclosed first mortgage, but senior to the equity of redemption of mortgagor or trustor. No sale or transfer shall relieve the lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE V
GENERAL PROVISIONS

Section 1. Restrictions on Transfer and Ownership. Membership in the Corporation shall be limited to owners of Lots 49 and 50 on the Plan of Horseshoe Cove, resubdivision of lots 49 and 50, as of record in Plat Book 18, Page 873 and Lots 51 and 52 on the Plan of Horseshoe Cove, Phase III, as of record in Plat Book 18, Page 440, as amended in Plat Book 18, Page 873, all in the Register's Office for Wilson County, Tennessee and membership in the Corporation shall transfer with ownership of the Lots and be appurtenant thereto.

Section 2. Enforcement. The Corporation 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 Corporation to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. 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 4 Amendment. This Declaration may be amended by an instrument signed by seventy-five (75%) percent of the Members of the Corporation.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its/their hand and seal 12th day of February, 1993.

HORSESHOE COVE, INC.

BY: (signature on file with Association)
JAMES M. MCGREW, JR.

President
(Title)

(signature on file with Association)
ROGER A. SCHWANTES

(signature on file with Association)
VERNA J. SCHWANTES

Owners of Lots 49 and 50

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION

BY: (signature on file with Association)
James M. McGrew, Jr.

Vice President
Owner of Lots 51 and 52

STATE OF TENNESSEE
COUNTY OF Williamson

Before me, **Douglas A. Brace** (signature filed with Association) a Notary Public in and for said County and State, personally appeared **James M. McGrew, Jr.** (signature on file with Association), with whom I am personally acquainted, or prove to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the foregoing instrument) of Horseshoe Cove, Inc., the within named bargainer, a Tennessee not-for-profit corporation, and that he, as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and seal as Thompson Station, Tennessee, this 12th day of February, 1992.

(signature filed with Association)
NOTARY PUBLIC

My commission expires: 3/26/94

STATE OF TENNESSEE
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named **Roger A. Schwantes and wife, Verna J. Schwantes**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon their oaths, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at Brentwood, Tennessee, this 20th day of January, 1993.

(signature filed with Association)
NOTARY PUBLIC

My commission expires: 7/22/95

STATE OF TENNESSEE
COUNTY OF Williamson

Before me, **Douglas A. Brace** (*signature filed with Association*) a Notary Public in and for said County and State, personally appeared **James M. McGrew, Jr.** (*signature filed with Association*), with whom I am personally acquainted, or prove to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be Vice President of First Tennessee Bank National Association, the within named bargainer, a national banking association, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the banking association as said Vice President

WITNESS my hand and seal as Thompson Station, Tennessee, this 12th day of February, 1992.

(signature filed with Association)
NOTARY PUBLIC

My commission expires: 3/26/94

MAP EXHIBIT

(FILED WITH ASSOCIATION)

Filed for record Feb. 22, 1993
At 11:14 O'Clock A.M.
Noted in Note Book 28 Page # 293
Recorded in TN Book #619 Page 421
in the Register's Office for Wilson
County, Tennessee. On this 22 day
of Feb. 1993.
(Signature on file with Association),
MARGIE TRICE
Register _____ Dep. Reg.

BYLAWS OF
HORSESHOE COVE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Horseshoe Cove Homeowners' Association, Inc., a Tennessee corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 125 Third Avenue, North, Franklin, Tennessee 37064, but meetings of members and directors may be held at such places within the State of Tennessee, County of Williamson or County of Wilson, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to Horseshoe Cove Homeowners' Association, Inc., its successors and assigns.

Section 2. "Property" or "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Open Space" shall mean the same as Open Space and shall include all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Open Space.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 6. "Declarant" shall mean and refer to Juliet Randolph, Trustee, her heirs, successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in Book 558, Page 531, in the Register's Office for Wilson County, Tennessee.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of the incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same date of the same month of each year thereafter, or as may be otherwise determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirteen (13) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership, shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one year, one (1) director for a term of two years, and one (1) director for a term of three years. At each annual meeting thereafter the members shall elect a director to replace a director whose term expires in the year of such meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for this actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

ELECTION OF DIRECTORS

Section 1. Nomination and election to the Board of Directors shall be made by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1 Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Open Space and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction and published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Charter, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as they may deem appropriate;
- (g) Cause the Open Space to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. Each officer shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder or the term of the officer he replaces.

Section 7. Multiple Offices. The officers of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special officers created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:
President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

- (b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of the meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual ~~audit~~ **financial review** of the Association's books, **reports, and records** to be made ~~by a public accountant~~ at the completion of each ~~fiscal~~ **calendar** year **by at least one person who is not on the corresponding Board (Amended 2013)**; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX **COMMITTEES**

Section 1. The Board of Directors may appoint such committees as deemed appropriate in carrying out its purposes.

Section 2. **The Board of Directors may appoint the non-Board person(s) who shall conduct the annual financial review of the Association's books, reports, and records, set forth in Article VIII, subsection (d). This review shall include noting and reporting any irregularities, omissions, or discrepancies found in the Association's financial books, reports, and records. The**

findings from this financial review shall be reported to the membership. The person(s) conducting the annual financial review shall be covered, as is appropriate, by the Association's insurance (Amended 2013).

ARTICLE X

BOOKS AND RECORD

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Charter, and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual, special and specific assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property; and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by failure to use the Common Area or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Charter and these By-Laws, the Charter shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall be the calendar year except that the first fiscal year shall begin on the date of incorporation.

The foregoing By-Laws constitute the original By-Laws of the Association duly adopted by the Incorporator thereof.

INWITNESS WHEREOF, we have hereunto set our hands this 31st day of July, 1987.

(signature of said Trustee is filed with the Association)

JULIET RANDOLPH, TRUSTEE

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, **James T. Oglesby**, a Notary public, JULIET RANDOLPH, TRUSTEE, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained as such Trustee.

WITNESS my hand, at office, this 31st day of July, 1987.

(signature of said Notary is filed with the Association)

NOTARY PUBLIC

My commission expires
11-10-87

Record Aug. 6, 1987 at 12:10
O'Clock p.m. Book 24
Page 155 in TD Book #558
Page 532 Register's Office
Of Wilson County,
Tennessee
On this 6th day of Aug. 1987
Signature of Said Register
Is on File with Association,

Recording Fee \$32.00
Total \$32.00
Receipt No. 74321
MARGIE TRICE
Register of Deeds
Wilson Co. Tenn.