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IDENTIFICATION REFERENCE

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DEC 15 2 26 PM '87

BONNIE BRIAR

FELIX Z. WILSON, CLERK  
DAVIDSON COUNTY, TN

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into on this the 15<sup>th</sup> day of December, 1987 by Harrison Development Company, Inc., a Tennessee corporation, hereinafter referred to as the "Declarant". This instrument amends and restates that certain "Declaration of Covenants, Conditions and Restrictions" of record in Book 7341, Page 525 of the Register's Office for Davidson County, Tennessee.

W I T N E S S E T H:

WHEREAS, Declarant is the developer of the real property described in Article I of this Amended and Restated Declaration of Covenants, Conditions and Restrictions, which property is known as the Bonnie Briar Subdivision, and owns all of the lots therein; and

WHEREAS, the Declarant desires to amend and restate that certain Declaration of Covenants, Conditions and Restrictions referred to in the introductory paragraph hereof; and

WHEREAS, such Declaration provides that it may be amended during the first twenty (20) year period thereof by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; and

WHEREAS, the Declarant represents more than ninety percent (90%) of the lot owners; and

WHEREAS, Declarant desires to create on said real property a residential community with Common Areas and other facilities for the benefit of the said community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community

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and for the maintenance of said common areas and other facilities; and, to this end, desires to subject the real property described in Article I hereof to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property, and each owner thereof; and

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

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Tennessee, as a non-profit corporation, the Bonnie Briar Homeowners' Association, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to herein as the "Covenants, Conditions and Restrictions" or as the "Restrictions") hereinafter set forth.

#### ARTICLE I

##### PROPERTIES SUBJECT TO THIS DECLARATION

Section 1.01. Description of Property. The property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Davidson County, Tennessee, and is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. The Declarant hereby subjects such property to this Declaration and to the jurisdiction of the Association.

Section 1.02. Additional Properties. The Declarant hereby reserves the right to subject other real property to these Restrictions in order to extend the scheme of this Declaration to other property to be developed and thereby to bring such additional properties within the jurisdiction of the Association.

Section 2.07. "Declarant" shall mean and refer to Harrison Development Company, Inc., a Tennessee corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE III  
PROPERTY RIGHTS

Section 3.01. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and right of use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded;

(d) The right of the Association to limit the number of guests of Members;

(e) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said

Properties shall be subordinate to the rights of the homeowners hereunder;

(f) The right of the Association to adopt, publish and enforce rules and regulations as provided in Article X hereof.

Section 3.02. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3.03 Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except utility and storm drainage easements.

Section 3.04 Parking Rights. Ownership of each Lot without a garage shall entitle the Owner or Owners thereof to the use of not more than one (1) automobile parking space, which may be upon or as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon any such parking areas which are not located upon such Lot. The designated parking spaces shall be as shown on Exhibit "B" attached hereto and incorporated herein by this reference as follows:

Lot No. 8 - Parking Space 8P

Lot No. 7 - Parking Space 7P

Lot No. 4 - Parking Space 4P

Lot No. 3 - Parking Space 3P

The Association may alter or change the designation of reserved parking spaces. The Association may regulate the parking of boats, trailers and other such items on the Common Area.

Section 3.05. TV Antennas and Cablevision. The Association may provide one or more central television antennas for the convenience of the Members and may supply cablevision and the cost of these may be included in annual or special assessments. The Association may regulate or

prohibit the erection of television antennas on individual Lots.

ARTICLE IV  
MEMBERSHIP AND VOTING RIGHTS

Section 4.01 Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.02 Classes of Members. 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 (1) 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 among themselves 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 Class A membership equals the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties without the assent of Class A Members on account of the development of such additional lands by the Declarant, as provided for in Article VIII, Section 8.02, below; or

(b) On December 31, 1991.

## ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such person's successors in title unless expressly assumed by them.

Section 5.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and in particular for the acquisition, improvement and maintenance of Common Areas and Elements and exterior maintenance upon each of the residences located upon the Lots, including the maintenance, repair and reconstruction or private streets, driveways, walks and parking areas situated on the Common Area, such maintenance to include the cutting and removal of weeds and grass, the removal of trash and rubbish or any other maintenance of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes and public assessments assessed against the Common Area, the procurement and maintenance of insurance in accordance with this Declaration, the employment of attorneys to represent the Association when necessary, the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, roofs, paving, and any other major expense for which the Association is responsible, and such other needs as may arise.

Section 5.03 Reserves. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expenses.

Section 5.04 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be Six Hundred Twenty-Four Dollars (\$624.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership by up to ten percent (10%) of the previous year's assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the increase permitted in Section 5.04(a) above by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Charter of Incorporation.

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

Section 5.05 Special Assessments for Capital Improvements. In addition to the annual assessments

authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5.06 Notice and Quorum for any Action Authorized Under Sections 5.04 and 5.05. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.04 or 5.05 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast twenty-six percent (26%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.07 Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all Lots and shall be collected on a monthly basis; provided however, that the assessment for Lots owned by Declarant which are not occupied as a residence, may be a lesser amount as fixed by the Board of Directors of the Association, but shall not be less than twenty-five percent (25%) of the regular assessments for other Lots.

Section 5.08 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Such annual assessments shall be paid ratably on a monthly basis. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of

the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 5.09 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by law on the date the assessment became due. 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 in either event interest, costs and reasonable attorney's fees of any such action shall be added to the assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 5.10 Subordination of the Lien to Mortgages and Ad Valorem Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and ad valorem taxes. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 5.11 Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Tennessee shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 5.12 Working Capital Fund. At the time of closing of the sale of each Lot a sum equal to at least two monthly assessments for each unit shall be collected and transferred to the Association to be held as a working capital fund. The purpose of said fund is to insure that the Association Board will have adequate cash available to

meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payment of regular assessments.

ARTICLE VI  
MAINTENANCE

Section 6.01 Association Maintenance. In addition to general maintenance upon the Common Area and Elements, the Association shall provide exterior maintenance upon each of the residences located upon the Lots as follows: paint, repair, replace and maintain roofs, gutters, downspouts and exterior building surfaces. Expenses for such maintenance shall be common expenses. Such exterior maintenance shall not include glass surfaces, air conditioners and covers, screens and screen doors and exterior doors and window hardware.

Section 6.02 Owner Maintenance. Maintenance of the interior surfaces and Limited Common Elements serving each Lot together with the utility lines, mechanical equipment and fixtures which serve only one Lot, electrical fixtures and equipment which serve only one Lot, and all fixtures and equipment which are located within the Lot, and glass surfaces, screens and screen doors, and exterior door and window hardware appurtenant to each Lot shall be the responsibility of each Owner. No Owner shall do any act or work which would impair the structural soundness or integrity of another Lot nor impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners. In the event an Owner of a Lot shall fail, to maintain the premises as heretofore required in a manner satisfactory to the Board of Directors of the Association or in the event emergency repairs thereto are required, the Association, its officers, agents, employees, and any management company elected by the Association shall have the reasonable right to enter upon the Lot to repair, maintain and restore said premises. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 6.03 Negligence. In the event that the need for maintenance or repair under the provisions of Section 6.01 above is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such

maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VII  
ARCHITECTURAL CONTROL

No building, fence, signs, wall or other structure shall be commenced, erected or maintained upon the Properties, 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, or by an architectural committee composed of three (3) or more representatives appointed by the Board. 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 Article will be deemed to have been fully complied with:

ARTICLE VIII  
ANNEXATION OF ADDITIONAL PROPERTIES

Section 8.01 Annexation of additional property, except as provided in Section 8.02 hereof, shall require the assent of two-thirds (2/3) of the Class A membership and two-thirds (2/3) of the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast twenty-six percent (26%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, Members not present may give their written assent to the action taken thereat.

Section 8.02 If within seven (7) years of the date of incorporation of this Association, the Declarant should develop additional land, as provided for in Article I, such land may be annexed by the Declarant in the manner provided in Article I without the consent of Members.

Section 8.03 Annexation of additional Properties shall be accomplished by recording in the Office of the Davidson County Register of Deeds a Declaration of Annexation, duly executed by the Declarant if the Declarant has the right to annex pursuant to Section 8.02 above (and by the Association if pursuant to Section 8.01 above), describing the lands annexed and incorporating the provisions of this Declaration, either by reference or by fully setting out said provisions of this Declaration. The additional lands shall be deemed annexed to the Properties on the date of recordation of the Declaration of Annexation, and in the case of an annexation by the Declarant, no action or consent on the part of the Association or any other person or entity shall be necessary to accomplish the annexation except that of the Metropolitan Government of Nashville and Davidson County, if required by its ordinances. Subsequent to recordation of the Declaration of Annexation the Declarant shall deliver to the Association one or more deeds conveying to the Association any common areas within the annexed property.

#### ARTICLE IX

##### INSURANCE

Section 9.01. General Provisions. Insurance coverage on the Properties shall be governed by the following provisions:

- (a) Ownership of Policies. Owners shall, at their own expense, obtain insurance coverage upon the buildings and improvements upon the lots. Owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.

(b) Coverage. All buildings and improvements upon the land and all personal property included in the Common Areas and facilities shall be insured in an amount equal to one hundred percent (100%) insurable replacement value as determined annually by the Association with the assistance of the insurance company providing coverage. Such coverage shall provide protection against:

- \* (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- \* (ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land.
- \* (iii) Such policies shall contain clauses providing for waiver of subrogation.

(c) Liability. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000) per occurrence and shall include an endorsement to cover liability of the Owners as a group to a single Owner. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

(d) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as an assessment according to the provisions of Article V above; provided that, premiums on account of hazard insurance coverage for individual Lots shall be apportioned to the individual Owners according to the amounts of the coverage required.

(e) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as

their interests may appear, and shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein or stated in the Bylaws and for the benefit of the Owners and their mortgagees in the following shares:

(i) Proceeds received on account of damage to Common Areas and facilities shall be held for the Association.

(ii) Proceeds received on account of damage to individual Lots or the improvements thereon shall be held in undivided shares for the Owners of damaged Lots in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.

(iii) In the event a mortgagee endorsement has been issued for any Lot, the share of the Owner thereof shall be held in trust for the mortgagee and the Owner as their interests may appear.

Section 9.02 Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Association as insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provision made therefor.

(b) Reconstruction or Repair. The remaining proceeds shall be paid to defray the cost of repairs. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners as above provided.

Section 9.03 Fidelity Insurance or Bond. All persons responsible for or authorized to expend funds or otherwise

deal in the assets of the Association or those held in trust, shall first be bonded by a fidelity insurer to indemnify the Association for any loss or default in the performance of their duties in an amount equal to three (3) months' assessments plus reserves accumulated.

ARTICLE X  
USE RESTRICTIONS

In order to provide an orderly plan of construction and protect the common interests of the Lot Owners, the following listed restrictive covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the Declarant and all subsequent Owners thereof, in any capacity whatsoever.

Section 10.01 Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each Lot and the Common Areas. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof, or for the violation of any of the covenants and conditions contained in this Declaration.

Section 10.02 Use of Properties. No portion of the Properties (except for temporary office of the Declarant and/or model townhouses used by Declarant) shall be used except for residential purposes and for purposes incidental or accessory thereto.

Section 10.03 Quiet Enjoyment. No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood.

Section 10.04 Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes.

Section 10.05 Dwelling Specifications. No residence shall be constructed that contains less than 1,000 square feet of livable floor space.

Section 10.06 Structures. Only one residential structure shall be constructed on any one Lot, and no such residential structure shall be designed, constructed or used, for more than one family, all duplexes or multi-unit buildings being expressly prohibited. No house may be moved onto any Lot.

Section 10.07 Resubdivision. No Lot may be resubdivided, except that two Lots may be combined to make one Lot.

Section 10.08 Swimming Pools. ~~In the event that a swimming pool is installed on any Lot,~~ a minimum four (4) foot high privacy fence shall be installed around such pool for safety.

Section 10.09 Antennas. The installation of large antennas, such as Ham Radios with anchor cables, shall be prohibited on any Lot.

Section 10.10 Light Poles. The installation of outside light poles over 15 feet in height is prohibited on any Lot.

Section 10.11 Ancillary Structures. No trailer, basement house, tent, garage, barn or other building shall be erected or used as either a temporary or permanent residence.

Section 10.12 Setback Lines. No building shall be constructed or maintained on any Lot nearer the front of the Lot than the setback line, as shown on the recorded plan; provided, however, open porches, either covered or uncovered, bay windows, steps or terraces, shall be permitted to extend in front of the setback line, so long as the remaining portion of the structure does not violate the setback line.

No building shall be located nearer to any side Lot line than 2 feet on one side and 8 feet on the other side. It is understood and agreed that any measurements to determine compliance with this section shall be taken from the main walls of the house to the front or side line of the Lot on which such house is constructed.

Section 10.13 Driveways. Driveways shall be paved with concrete or aggregate only.

Section 10.14 Highway Department. All Owners of Lots in the subdivision shall consult with the Davidson County Planning, Traffic or Highway Commission or Department, as applicable, before the installation of any driveway, culvert or other structure within the dedicated roadway. Any such placement or construction shall be done in accordance with the rules and regulations of said Department or Commission.

Section 10.15 Fences. On corner Lots, no fence shall be constructed or maintained between either building or setback line, and either street; and on all other Lots no fence shall be constructed or maintained between the front building or setback line and the street; provided, however, the planting of hedges, shrubbery or evergreens in lieu of a fence, and extending to the front or sides of any Lot is permitted, provided such planting shall not be maintained at a height in excess of 42 inches.

Section 10.16 Water and Sewer. No residence shall be maintained on any Lot unless the same be connected with and served with water from the appropriate water supply mains and connected with the appropriate sewer mains.

Section 10.17 Garbage Cans. All owners of Lots in the subdivision shall install underground pop-up garbage cans in spaces provided for each Lot.

Section 10.18 Detached Structures. There shall not be permitted to be constructed or maintained on any Lot any detached garage, or servants house or room, unless and until the owner of said Lot shall have obtained in writing the approval of Declarant or the Association, or its duly constituted committee, as hereinafter provided.

Section 10.19 Maintenance. The Declarant or its assigns reserve the right to enter upon any Lot for the purpose of cutting grass and cleaning up such Lot, if the same be reasonably required, charging the expense thereof to the owner of such Lot, which shall become a lien thereon.

Section 10.20 Easement for Roads. The right is expressly reserved to the Declarant and owners of the subdivision, their representatives, heirs, successors and

assigns, to construct all streets, roads, alleys or other public ways as now, or hereafter may be, shown on the plan of subdivision, at such grades or elevations as they, in their sole discretion, may deem proper; and, for the purpose of constructing such streets, roads, alleys or public ways, they, additionally, shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes in accordance with the specifications of the government body or agency having jurisdiction over the construction of public roads; and no owner of any Lot in the subdivision shall have any right of action or claim for damages against anyone on account of the grade of elevation at which such road, street, alley or public way may hereinafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

Section 10.21 Approval of Plans. No residence shall be constructed, or maintained, on any Lot unless and until the owner shall have obtained, in writing, approval of the plans and specifications therefor, such plans and specifications to be submitted to Declarant or the Association (or a duly constituted committee thereof) as hereinbefore provided.

Section 10.22 Lease of a Residence. All leases shall be in writing and shall be for a term of not less than three (3) months. No portion of any residence other than the entire residence shall be leased for any period. Provisions in this subsection shall not apply to a mortgagee of any residence who comes into possession of the residence as a result of a foreclosure proceeding or by deed in lieu of foreclosure. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Declarant to rent a residence to a contract purchaser thereof pending either Declarant's compliance with pre-closing requirements of Declarant's mortgagee or pending the closing of said contract purchaser's permanent mortgage loan.

#### ARTICLE XI

##### EASEMENTS

All of the Properties, including Lots and Common Areas, shall be subject to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage

facilities, gas lines, telephone and electric power lines and other public utilities as shall be established by the Declarant or by its predecessors in title, prior to the subjecting of the Properties to this Declaration; and the Association shall have the power and authority to grant and establish upon, over, under and across the Common Areas conveyed to it, such further easements as are requisite for the convenient use and enjoyment of the Properties. In addition, there is hereby reserved in the Declarant and its agents and employees an easement and right of ingress, egress and regress across all Common Areas, now or hereafter owned by the Association, for the purpose of construction of improvements within the Properties.

All Lots shall be subject to easements for the encroachment of initial improvements constructed on adjacent Lots and Common Areas by the Declarant to the extent that such initial improvements actually encroach including, but not limited to, such items as over-hanging eaves, gutters and downspouts, walls, windows and decks.

Each owner shall have the exclusive use of the limited common elements serving each lot such as (without limitation) wooden decks, steps, driveways, air conditioning units, planting areas (as hereinafter defined) and underground garbage cans. The planting areas shall be immediately adjacent to and surrounding the decks of each residence with a ground level deck up to a maximum width of four feet and immediately adjacent to the back of each residence with an elevated deck up to a maximum width of four feet. The maintenance of all limited common elements shall be the sole responsibility of the individual owner. If any owner fails to reasonably maintain such limited common elements, the Declarant or its assigns reserves the right to maintain the same, charging the expense thereof to the owner of such lot, which shall become a lien thereon.

## ARTICLE XII GENERAL PROVISIONS

Section 12.01 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or of any Owner to enforce any covenant or

restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12.02 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 12.03 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter may be amended or rescinded by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Section 12.04 Management and Contract Rights of Association. Declarant may enter into a contract with a Management company or manager for the purposes of providing all elements of the operation, care, supervision, maintenance, and management of the property. Such contract shall not exceed two (2) years in duration and, further such contract shall not be binding upon the Association, except through express adoption, or ratification of the terms and conditions of such contract. Any contract or lease entered into by Declarant or by the Association while Declarant is in control thereof shall contain a provision allowing the Association to terminate such contract without justification or penalty after transfer of management by Declarant to the Association upon not more than ninety (90) days notice to the other party. Any contract entered into by the Association after transfer of control from the Declarant which is with a professional management company shall contain a provision allowing the Association to terminate such contract for cause upon thirty (30) days notice to the other party. Such contract shall not exceed two (2) years in duration and shall be renewable by consent of the Association and the management company.

Section 12.05 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior written 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 and Restrictions.

Section 12.06 Rights of Noteholders. Any institutional holder of a first mortgage on a Lot will, upon request, be entitled to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of its fiscal year, (c) receive written notice of all meetings of the Association and the right to designate a representative to attend all such meetings, (d) receive written notice of any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage, (e) receive written notice of any sixty-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage, (f) receive written notice of a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners' Association, (g) receive written notice of any proposed action that requires the consent of a specified percentage of mortgage holders, and (h) be furnished with a copy of the master insurance policy.

IN WITNESS WHEREOF the undersigned Declarant, being the owner of all Lots subject hereto, has caused this instrument to be signed by its proper officers, thereunto duly authorized.

HARRISON DEVELOPMENT COMPANY, INC. ,

By:

  
C. Lee Harrison, President

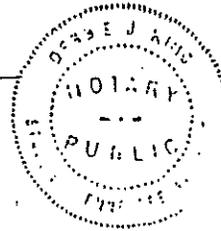
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, Dellie J. King,  
a Notary Public, C. J. Harrison, with whom I am  
personally acquainted, and who acknowledged that she  
executed the within instrument for the purposes therein  
contained, and who further acknowledged that she is the  
President of the maker or a constituent of the maker and is  
authorized by the maker or by its constituent, the  
constituent being authorized by the maker, to execute this  
instrument on behalf of the maker.

Witness my hand, at office, this 14<sup>th</sup> day of  
October, 1987.

Dellie J. King  
Notary Public

My Commission Expires: 10/9/91



Tract I

Land in Davidson County, Tennessee, being the easterly 58-1/2 feet of Lot No. 22 and all of Lots Nos. 26-A and 26-B on the Map showing the resubdivision of T. W. Crutcher and Company's plat of the Jacob Hostettler Subdivision, as of record in Book 843, page 71, Register's Office for said County.

Said part of Lot No. 22 fronts 58-1/2 feet on the southerly side of Sweetbrier (sic) Avenue, and runs back between parallel lines, 160 feet to a dead line.

Said Lot No. 26-A fronts 70 feet on the northerly side of Rosewood Street and runs back 210 feet to a dead line in the rear on which it measures 69.6 feet.

Said Lot No. 26-B fronts 60 feet on the northerly side of Rosewood Street and runs back between parallel lines, 210 feet to a dead line.

Tract II

Land in Davidson County, Tennessee, being Lots 26-F and 26-G on the Map of the Resubdivision of T. W. Crutcher and Company's Subdivision of Jacob Hostettler's (sic) Subdivision, of record in Book 843, page 71, Register's Office for said County.

Said Lot 26-F fronts 71.6 feet on the south side of Rosewood Avenue and runs back between nearly parallel lines 67.6 feet to a dead line in the rear, on which it measures 71.6 feet thereon.

Said Lot 26-G fronts 60 feet on the south side of Rosewood Avenue and runs back between parallel lines approximately 67.6 feet to a dead line in the rear, on which it measures 60 feet thereon.

Tract III

Land in Davidson County, Tennessee, being part of Rosewood Avenue (the same having been closed by Instrument of record in Book 2907, page 602, Register's Office for Davidson County, Tennessee), lying between Lots 26-A and 26-B, and 26-F and 26-G on the Plan of the Resubdivision of T. W. Crutcher and Company's plat of Jacob Hostettler's Subdivision, as of record in Book 843, page 71, Register's Office for Davidson County, Tennessee.

Said part of the former Rosewood Avenue runs east and west between said lots, extended from Hazelwood Avenue to a dead line.

Tracts I, II and III being the same property conveyed to Harrison Development Company, Inc., a Tennessee corporation, by deed from Milburn Alexander Elliott and wife, Mai Elizabeth Elliott, of record in Book 7159, page 363, as corrected and re-recorded in Book 7283, page 532, said Register's Office.





24

This Instrument Prepared By:  
Ingraham, Corbett & Zinn  
2114 Parkway Towers  
Nashville, TN 37215-498 01/04 0101 03CHECK 9.00

FIRST AMENDMENT TO AMENDED AND  
RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTRIONS

BOOK 7442 PAGE 515

BONNIE BRIAR

This Amendment is made this 30<sup>th</sup> day of December, 1987, by Harrison Development Company, Inc., a Tennessee corporation (hereinafter referred to as the "Declarant");

WHEREAS, Declarant has previously executed an Amended and Restated Declaration of Covenants, Conditions and Restrictions of record in Book 7426, Page 659, Register's Office for Davidson County, Tennessee; and

WHEREAS, the Declarant desires to amend Section 2.04 of said Amended and Restated Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, such Declaration provides that it may be amended during the first twenty (20) year period thereof, by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot owners; and

WHEREAS, the Declarant represents more than ninety percent (90%) of the Lot owners;

NOW, THEREFORE, in consideration of the foregoing premises, the sufficiency of which is acknowledged, the Declarant hereby amends the Amended and Restated Declaration of Covenants, Conditions and Restrictions by deleting Section 2.04 in its entirety and substituting in lieu thereof the following:

"Section 2.04. "Common Area(s)" shall mean all property owned by the Association, or such other property which the Association may hold subject to the provisions of this Declaration. Common Areas shall be as defined and bounded on the Plat of Bonnie Briar attached hereto as Exhibit "C" and incorporated herein by this reference. Common Areas shall be conveyed to the Association free and clear of encumbrances. All Common Areas and Common Open Space shall be subject to the provisions of Sections 81.50 and 81.51 of Appendix A of the Zoning Manual for Metropolitan Nashville and Davidson County, which are incorporated herein by this reference."

In all other respects the Amended and Restated Declaration of Covenants, Conditions and Restrictions shall remain in full force and effect, as amended.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

HARRISON DEVELOPMENT COMPANY, INC.

By: C. Lee Harrison  
C. Lee Harrison

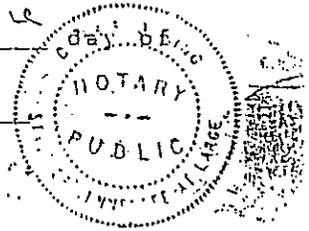
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public, C. Lee Harrison, with whom I am personally acquainted and who acknowledged that she executed the within instrument for the purposes therein contained, and who further acknowledged that she is the President of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 30<sup>th</sup> day of December, 1987.

D. Lee King  
Notary Public

My Commission Expires 10/9/91.



BYLAWS  
OF  
BONNIE BRIAR HOMEOWNERS' ASSOCIATION

These are the Bylaws of Bonnie Briar Homeowners' Association, (the "Association"), a Tennessee non-profit corporation whose members are comprised of those persons who hold the interest in Lots at Bonnie Briar subdivision, Davidson County, Tennessee, required for membership by that certain "Declaration of Covenants, Conditions and Restrictions" (the "Covenants") applicable to the Plan of Bonnie Briar, of record in Book 6900, Page 423, Register's Office for Davidson County, Tennessee.

ARTICLE 1

Offices

Section 1.01: Principal Office. The principal office for the transaction of the Association's business is located at 6566 Jocelyn Hollow Road, Nashville, Davidson County, Tennessee. The Board of Directors shall have full power and authority to change the principal office from one location to another by appropriate resolution.

Section 1.02: Other Offices. The Association may also have offices at such other places, within or without the State of Tennessee, as the Board of Directors may from time to time designate, or as the business of the Association may require.

## ARTICLE 2

### Meetings of Members

Section 2.01 Place of Meetings. Meetings of members shall be held at any place within or without the State of Tennessee, designated by the Board of Directors or by the written consent of all persons entitled to vote thereat. In the absence of any such designation, members' meetings shall be held at the principal office of the Association. Any meeting is valid wherever held if held by the written consent of all persons entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the Association.

Section 2.02 Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter (or if that be a legal holiday, then on the next business day) between the hours of 9:00 a.m. and 4:00 p.m., for the election of Directors and for the transaction of such other business as may be brought before the meeting.

Section 2.03 Special Meetings. Special meetings of the members may be called on the order of the President or of a majority of the Board of Directors, or upon the written request of members holding twenty-six percent (26%) or more of the total votes of the Association. Business transacted at a special meeting shall be confined to the purposes stated in the notice for that meeting.

~~Section 2.04. Fixing Record Date.~~ For the purpose of determining the members entitled to notice of any meeting, or any adjournment thereof, or for the purpose of any other action, the Board shall fix in advance a date as the record date for such determination. Such date shall not be more than thirty (30) nor less than ten (10) days before the date of the meeting. If no record date is fixed, then the date shall be determined in accordance with the provisions of law relating thereto.

~~Section 2.05. Notice.~~ Written or printed notice stating the place, date and hour of the meeting, and in the case of a special meeting, a statement in general terms of the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail, by or at the direction of the President, Secretary, or other person calling the meeting to each member entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the books of the Association, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when actually received by the member. The person giving such notice shall certify that the notice required by this paragraph has been given, unless such notice is waived. Notice may be waived prior to, at, or subsequent to any meeting. Attendance of any member at a meeting, in person or by proxy, shall constitute a waiver of notice of the meeting by such member.

~~Section 2.06~~ Quorum. Members representing twenty-six (26%) or more of the votes entitled to be cast at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business, except as may otherwise be provided by law, by the Charter of Incorporation, the Covenants, or these Bylaws. If a quorum shall not be present or represented by proxy at any such meeting, then those entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time and notice of an adjourned meeting need not be given if the time and place to which it is adjourned are announced at the meeting at which adjournment is taken. At any such adjourned meeting the quorum required shall be one-half (1/2) the quorum required at the preceding meeting. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting or, if it is so held, the quorum required shall again be twenty-six percent (26%) of the votes entitled to be cast. When a quorum is present to organize the meeting, it cannot be broken by the subsequent withdrawal of a member or members.

~~Section 2.07~~ Proxies. Every member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be signed and dated and filed with the Secretary of the meeting before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof, unless otherwise provided therein. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy. Votes shall be cast according to the provisions set forth in the Association's Charter.

~~Section 2.08 Chairman of Meeting.~~ The Chairman of the Board or the President, or in their absence, a Vice President, shall preside at all meetings of the members. In the absence of the Chairman, the President, and the Vice President, the Board of Directors may appoint any member to act as Chairman of the meeting.

~~Section 2.09 Secretary of Meeting.~~ The Secretary of the Association shall act as secretary at all meetings of the members and, in his absence, the Chairman may appoint any person to act as secretary for the meeting.

~~Section 2.10 Order of Business.~~ The order of business at the annual meeting of the members shall be:

- (a) Calling the roll and certifying the proxies.
- (b) Proof of notice of the meeting or certificates as to waivers.
- (c) Reading and disposal of unapproved minutes.
- (d) Reports of the officers of the Association.
- (e) Reports of the Board of Directors of the Association.
- (f) Reports of Committees.
- (g) Selection and appointment of inspectors of election (if deemed necessary)
- (h) Election of Board of Directors of the Association.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

~~Section 2.11 Order of Business at Other Meetings.~~ The

order of business at all other meetings of the members shall as far as practical conform to the order of business at the annual meeting insofar as the special purpose of the meeting will permit.

### ARTICLE 3

#### Membership and Voting Rights

Section 3.01 Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.02 Classes of Members. 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 (1) 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 among themselves 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

Class A membership equals the total votes outstanding in Class B membership, but provided that the Class B membership shall be reinstated if thereafter and before the time stated in subparagraph (b) below, additional lands are annexed to the Properties without the assent of Class A Members on account of the development of such additional lands by the Declarant; or

(b) On December 31, 1991.

#### ARTICLE 4

##### Board of Directors

~~Section 4.01. Management of Association.~~ The property, business and affairs of the Association shall be managed and controlled by its Board of Directors. The Board shall have the following powers and duties:

(a) To elect and remove the officers of the Association, as hereinafter provided;

(b) To administer the affairs and property of the Association;

(c) To formulate policies for the administration, management and operation of the Association's property;

(d) To adopt rules and regulations, with written notice thereof to all lot owners, governing the administration, management, operation and use of the Association's property, and to amend such rules and regulations from time to time;

(e) To provide for the maintenance, repair and replacement of the Association's property, and payments therefor, and to approve payment vouchers or to delegate such approval to the officers;

(f) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Association's property. The Board is affirmatively given the power to contract for such services with the Declarant, so long as the amount to be paid the Declarant under such contract does not exceed the cost to the Declarant of providing such service, unless the contract is approved by a majority of those Board members not employed by the Declarant, or can be shown to be fair, reasonable, and in the best interest of the Association;

(g) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board, as set out in section 4.13 hereof;

(h) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(i) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the lot owners and members their respective shares of such estimated expenses, as herein provided; and

(j) To borrow money if necessary to avoid an operating or other deficit in the Association's finances, or to provide funds in an emergency, or for any other purpose deemed necessary by them, to pledge the Association's assets to secure such borrowing, and to provide for a special assessment, if necessary, to repay such borrowing.

~~Section 4.02 Qualification and Election.~~ Until the first annual meeting of the members, Directors need not be members of the Association. After such first annual meeting, the Directors shall be members of the Association. All Directors must be of legal age. They shall be elected by a plurality of the votes cast at the annual meeting of

the Association. Each Director shall hold office until the expiration of the term for which he is elected, and thereafter until his successor has been duly elected and qualified.

~~Section 4.03. Number and Term of Office.~~ The Board shall consist of seven (7) persons. The Incorporator of the Association shall appoint the first Board. Thereafter, at the first annual meeting at which Directors are elected, two (2) members shall be elected to serve for a term of one (1) year, two (2) to serve for two (2) years, and three (3) to serve for three (3) years. At all subsequent elections, members of the Board shall be elected for a term of three (3) years, so that the term of one-third (1/3) of the Board shall expire each year. The Board may be enlarged in multiples of three (3), but in no event shall the Board consist of more than thirteen (13) members.

~~Section 4.04. Nomination and Election.~~

(a) Prior to each annual meeting of the Association, there shall be appointed by the President a nominating committee of three (3) members of the Association or the Board of Directors. The nominating committee shall meet promptly and after considering the qualifications of persons shall nominate a person or persons to be elected members of the Board of Directors at the forthcoming annual meeting of the Association.

(b) Nominations may also be made from the floor at any annual meeting or special meeting called for the purpose of electing directors.

(c) The candidate receiving a plurality of the votes cast for the office shall be declared elected. In the case of members of the Board, those receiving the greater number of votes out of the number to be cast shall be declared elected, and in case of a tied vote as to the last place to be filled, a new ballot shall be cast in order to determine the last successful candidate.

(d) No member who has failed to pay any dues or assessments to the Association, nor any member against whom a lien therefor is being prosecuted, shall be eligible for election as an officer or a member of the Board of Directors.

(e) Directors elected to fill any vacancy due to death, resignation, or removal shall serve for the remaining unexpired term of the Director they replace. Directors are elected otherwise to serve for three years.

(f) If the number of Directors shall have been increased, they shall be elected at the annual or a special meeting called for that purpose in the manner prescribed herein.

~~Section 4.05. Removal and Resignation.~~

(a) A Director may be removed for cause by vote or action taken by the Board or by the Association membership at a special meeting called for that purpose.

(b) Directors may be removed without cause only

by vote of the members at a meeting duly called for that purpose or at the annual meeting.

(c) A Director may resign at any time by giving written notice to the Board, the President, or the Secretary. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board or by the officers designated to receive the same and acceptance of the resignation shall not be necessary to make it effective.

~~Section 4.06. Vacancies in the Board.~~ Vacancies in the Board may be filled until the date of the next annual meeting of the membership by the remaining members of the Board.

~~Section 4.07. Annual and Regular Meetings.~~ The annual meeting of the Board of Directors, of which no notice shall be necessary, shall be held immediately following the annual meeting of the membership, or immediately following any adjournment thereof, for the purpose of organizing the Board, for the election or appointment of officers for the ensuing year, and for the transaction of such other business as may be conveniently and properly brought before such meeting. The Board may also designate more frequent intervals for regular meetings.

~~Section 4.08. Special Meetings.~~ Special meetings of the Board of Directors may be called by order of the Chairman of the Board, the President or by any two (2) Directors, and shall be held in Nashville. The place of said meeting shall be noted in the call for the meeting.

Section 4.09. Notice of Directors Meetings. The annual and all regular Board meetings may be held without notice. The Secretary shall give notice of the time, place and purpose or purposes of any special meeting by mailing the same at least five (5) days before the meeting or by telephoning or telegraphing the same at least three (3) days before the meeting to each Director at his address as it appears on the books of the Association. Such notice may be waived prior to, at, or subsequent to any such meeting.

Section 4.10. Conduct of Meetings. At meetings of the Board of Directors, the Chairman of the Board, the President, or a designated Vice President shall preside. The Secretary or Assistant Secretary shall keep minutes of the meeting or, in their absence, the presiding officer shall appoint any person to keep such minutes.

Section 4.11. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present. No notice of an adjourned meeting need be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, if the period of adjournment does not exceed thirty (30) days in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by the Association's Charter, these Bylaws, or the laws of the State of Tennessee. At any meeting at which every Director shall be present, even though without notice, any business may be transacted.

Section 4.12. Voting by Consent. Whenever the

Directors of this Corporation are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, and signed by all the Directors entitled to vote thereon.

~~Section 4.13. Executive and Other Committees.~~ The Board of Directors, by resolution adopted by a majority of its members, may designate an Executive Committee, consisting of two (2) or more Directors, and other committees, consisting of two (2) or more persons, who may or may not be Directors, and may delegate to such committees any and all such authority as it deems desirable, including the right to delegate to an Executive Committee the power to exercise all the authority of the Board of Directors in the management of the affairs and property of the Corporation, except the following:

- (a) The power to recommend to members any action requiring their approval;
- (b) The power to change the membership of any committee at any time;
- (c) The power to fill vacancies in the Board of any committee; and
- (d) The power to discharge any committee either with or without cause at any time.

During the intervals between meetings of the Board of Directors, the Executive Committee shall advise and aid the officers of the Association in all matters concerning its interest and the management of its business. The Executive Committee may fix its own rules of procedure and shall elect a Chairman and Secretary. A majority shall constitute a quorum, but the affirmative vote of a majority of the whole committee shall be necessary in the taking of any action.

The Executive Committee shall keep regular minutes of its meetings and report the same to the Board of Directors at its next regular or special meeting.

~~Section 4.14. Compensation.~~ The Directors shall receive such compensation for their services as Directors and as members of any committee appointed by the Board of Directors as may be provided by the Board and, if so provided by the Board by appropriate resolution, shall be reimbursed by the Association for ordinary and reasonable expenses incurred in the performance of their duties. In the absence of any appropriate action by the Board of Directors, such Directors shall receive no compensation or reimbursement of expenses for the performance of their duties.

## ARTICLE 5

### Officers

~~Section 5.01. Number and Qualifications.~~ The Association shall have a President and a Secretary, and such other officers as the Board of Directors shall from time to time deem necessary or advisable. Any two (2) or more offices may be held by the same person, except the office of President and Secretary. An officer may be removed at any time by a majority vote of the entire Board of Directors.

~~Section 5.02. Election and Term.~~ The officers shall be elected by the Board of Directors at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been duly elected and qualified or until removed as herein provided.

~~Section 5.03. Duties of Officers.~~ Officers shall have such authority and perform such duties in the management of the Association as are hereinafter set out, and such additional duties as are normally incident to their offices and as the Board of Directors may from time to time prescribe.

~~Section 5.04. Duties of President.~~ The President shall be the Chief Executive Officer of the Association and, when present, shall preside at all meetings of the membership and, unless a chairman of the Board of Directors has been elected and is present, shall preside at the meetings of the Board of Directors. The President or Vice President, unless some other person is specifically authorized by vote of the Board of Directors, shall sign all documents on behalf of the Association, including, but not limited to, deeds, mortgages, leases and contracts of the Association.

~~Section 5.05. Duties of Vice President.~~ The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President.

~~Section 5.06. Duties of Secretary.~~ The Secretary shall keep accurate minutes for all meetings of the membership and the Board of Directors and, to the extent ordered by the Board of Directors or the President, the minutes of meetings of all committees. He shall cause notice to be given of meetings of stockholders, of the Board of Directors and, when requested to do so, of any committee appointed by the Board. He shall have general charge of the records, documents and papers of the Association which shall, at all reasonable times, be open to examination by any Director or member. He may sign or execute contracts with the President

or a Vice President thereunder authorized in the name of the Association.

~~Section 5.07. Duties of Treasurer.~~ The Treasurer, subject to the order of the Board of Directors, shall be responsible for the money and funds of the Association and shall deposit such monies and funds in the name of the Association in such banks as the Board of Directors may designate. The Treasurer shall make, sign, and endorse the name of the Association on all checks, drafts, notes and other orders for the payment of money, and pay out and dispose of its funds under the direction of the President or the Board of Directors. No payment for any purpose in excess of the amount budgeted for that purpose shall be made without approval of the Board of Directors. If required by the Board of Directors, he shall give such bond as shall be determined appropriate for the faithful performance of his duties.

~~Section 5.08. Compensation of Officers.~~ The officers shall receive such salary or compensation as may be fixed by the Board of Directors. If no action is taken to set such salary, then they shall serve without compensation.

~~Section 5.09. Resignations.~~ Any officer may resign at any time by giving written notice to the Chairman of the Board, the President or the Secretary. Any such resignation shall take effect at the time specified herein, or if no time is specified, upon its acceptance by the Board of Directors.

~~Section 5.10. Removal of Officers.~~ Any officer or agent may be removed by the Board, with or without cause, whenever in its judgement the best interest of the

Association will be served thereby.

## ARTICLE 6

### Fiscal Management

The provisions for fiscal management of the Association set forth in the Covenants shall be supplemented as follows:

~~Section 6.01: Accounts to be Kept.~~ An account shall be maintained for each lot. Such account shall designate the name and address of the member or members, the amount of dues payable by them, the dates and amounts on which the dues are payable, the amounts paid against the account and the balance due. The Board shall, upon receipt of ten (10) days' notice and payment of a reasonable fee, furnish to any member a statement of his account setting forth the amount of any unpaid dues.

~~Section 6.02: Annual Budget.~~ The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses. To the extent that the assessments and other cash income collected from the members during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account any estimated net available cash income for the year from the lease, operation or use of the Association's property. The annual budget shall provide

for a reserve for operating contingencies for the year and a reserve for capital replacements, in reasonable amounts as determined by the Board.

The budget, which shall be subject to the approval of the Board, shall be divided into line item accounts. All interest which shall accrue on any line item account shall remain in that line item account. No funds may be transferred from one line item to another without the approval of the Board of Directors. In the event of an operating surplus in the budget for one fiscal year, such surplus shall be contributed to the reserve for capital repairs or replacements, to be allocated among line items as determined by the Board, or may be applied against the budget for the succeeding year, or returned to the members, in the discretion of the Board.

~~Section 6.03. Dues and Assessments.~~ The estimated annual budget for each year shall be approved by the Board, and copies thereof shall be furnished by the Board to each member of the Association. On or before the first day of January and of each succeeding month of the year covered by the annual budget, or otherwise as determined by the Board, each member shall pay his proportionate share of the common expenses for such year as shown by the budget. Such proportionate share for each member shall be a fraction of which the numerator shall be the number of lots owned by such member or members and the denominator of which shall be the total number of lots to which the Covenants are applicable. The allocations shall be applied uniformly to all members in like situations. The allocation of the Board shall be final and binding upon all parties. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new dues and assessments for any

year, or shall be delayed in doing so, each member shall continue to pay each quarterly or other period the amount of his respective dues and assessments as last determined. No member shall be relieved of his obligation to pay his dues and assessments by abandoning or not using the Association's services or facilities.

~~Section 6.04. Partial Year or Month.~~ For the first fiscal year, the annual budget shall be as approved by the first Board. If such fiscal year, or any succeeding fiscal year, shall be less than a full year, then the dues and assessments for each member shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of purchase of his lot, each member shall pay his dues and assessments of the month or fraction thereof, if any, which have not been paid by the prior owner.

~~Section 6.05. Annual Report.~~ Within sixty (60) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each member a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

~~Section 6.06. Supplemental Budget.~~ If, during the course of the year, it shall appear to the Board that the monthly dues and assessments are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which shall be furnished to each member, and thereupon a supplemental

assessment shall be made to each member for his proportionate share of such supplemental budget.

~~Section 6.07. Lien.~~ It shall be the duty of every member to pay his proportionate share of the total dues assessment as provided in the Covenants, and as assessed in the manner herein provided. If any member shall fail or refuse to make any such payment of the dues and assessments when due, the amount thereof, together with interest as provided in the Covenants, shall constitute a lien on the property for which such assessment is due, enforceable by the Board as provided herein and in the Covenants, and the Board shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the Court.

~~Section 6.08. Records and Statement of Account.~~ The Board shall cause to be kept accurate records of the receipts and expenditures affecting the Association. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member and any holder of a recorded First or Qualified Second Mortgage.

~~Section 6.09. Signing of Checks.~~ All checks drawn on accounts maintained by the Association shall be signed (1) by both the President and the Treasurer, or (2) by the President or the Treasurer, and any other Board member.

ARTICLE 7  
Indemnification of Incorporators,  
~~Directors and Officers~~

Any person made a party to any action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was an Incorporator, Director, officer, or member of any committee appointed pursuant to the Bylaws of the Association shall be indemnified by the Association against all reasonable costs and expenses, including attorney fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, or the settlement of such litigation, except in relationship to matters as to which it shall be adjudged in such action, suit or proceeding that such Incorporator, Director or officer is liable for gross negligence, fraudulent acts or criminal misconduct in the performance of his duties. The foregoing indemnification shall include indemnification against all costs and expenses, including but not limited to counsel fees, amounts of judgements paid, and amounts paid in settlement, reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, but shall not be operative with respect to any matter for which indemnification is prohibited under Tennessee Code Annotated Sections 48-1-406 to 48-1-411, inclusive, nor to any matter settled or compromised without the approval of the Board of Directors. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an

undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as herein authorized. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Specifically, and not in limitation of the foregoing, the Association shall also indemnify any officer, Director, or committee member for expenses incurred in actions of the type described in Tennessee Code Annotated Section 48-1-408. The right to indemnification shall continue as to a person or entity who has ceased to be a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

## ARTICLE 8

### Miscellaneous

Section 8.01: Fiscal Year. The fiscal year of the Association shall terminate on the 31st day of December of each calendar year, and all records, books, accounts and tax returns shall be kept and filed accordingly. The Board of Directors shall have the power to change the fiscal year from time to time by resolution, without amendment of these Bylaws.

Section 8.02: Waiver of Notice. Any notice required to

be given under the provisions of these Bylaws or otherwise may be waived by the members, Directors, or officer to whom such notice is required to be given, either by, at or after the time at which such notice is required to be given.

#### ARTICLE 9

##### Amendments

These Bylaws may be amended, added to, or repealed by sixty-seven percent (67%) of the total votes present or represented at any duly constituted membership meeting at which a quorum is present, provided that, any proposal to amend these Bylaws shall first have received the approval of the Association's Board of Directors, by the affirmative vote of a majority of the Directors then entitled to vote thereon.

#### ARTICLE 10

##### Rules and Regulations

The Board may adopt Rules and Regulations concerning the Association, which shall bind all members. Any such Rules and Regulations may be amended from time to time by the Board.

##### CERTIFICATION

I certify that these Bylaws were adopted at the organizational meeting or by the written consent of the Incorporator of Bonnie Briar Homeowners' Association.



\_\_\_\_\_  
Incorporator

## Upper Section of Bonnier Briar

9 Residential parking spaces

1 visitor parking space

## Lower section of Bonnie Briar

9 Residential parking spaces

3 visitor parking spaces (1 existing space and 2 new spaces)

Total 18 Residential parking spaces

Total 4 visitor parking spaces

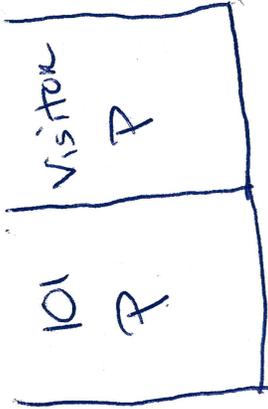
Total 22 parking spaces

Plan approved by Board  
and Required majority  
of homeowners

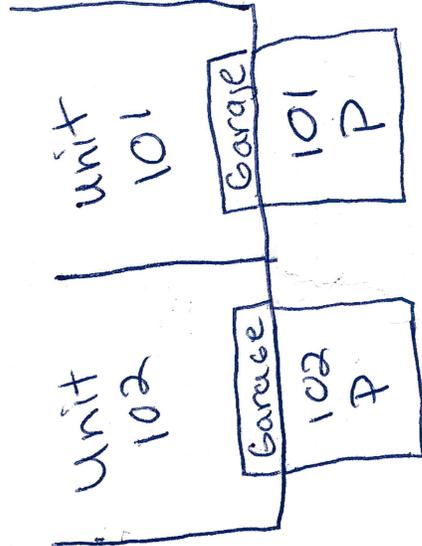
The parking assignments  
in the original  
CCRs are  
amended to reflect  
the attached parking  
assignments.

Toni Fagan  
HOA President

Upper Section of Bonnie Briar

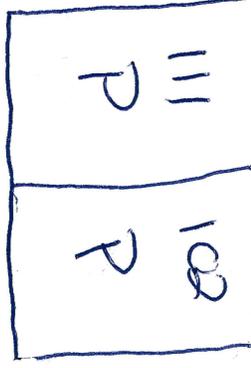
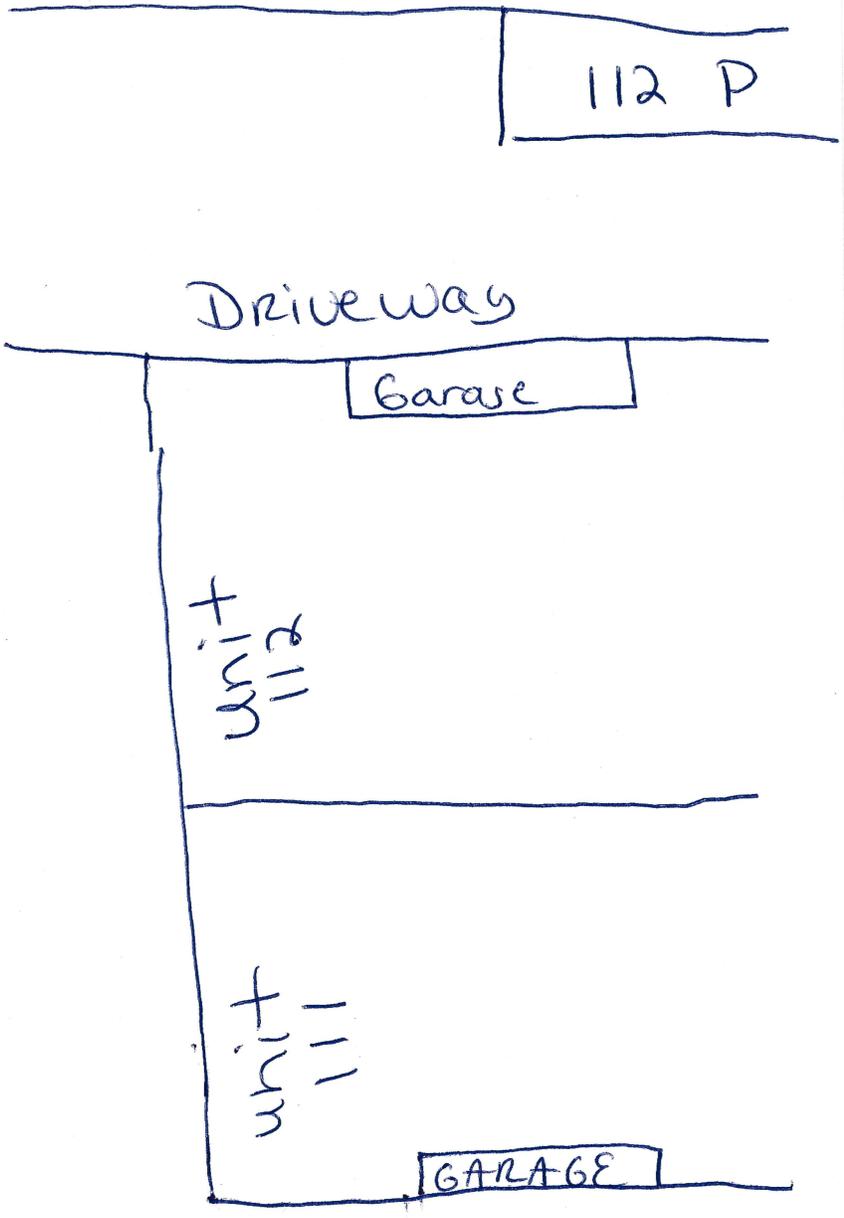
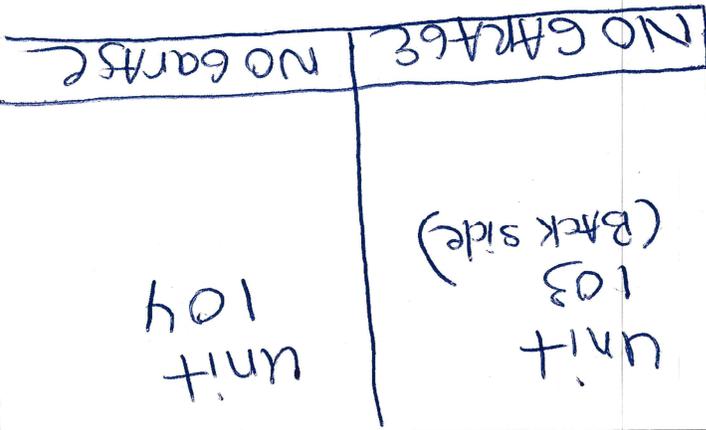


Fence

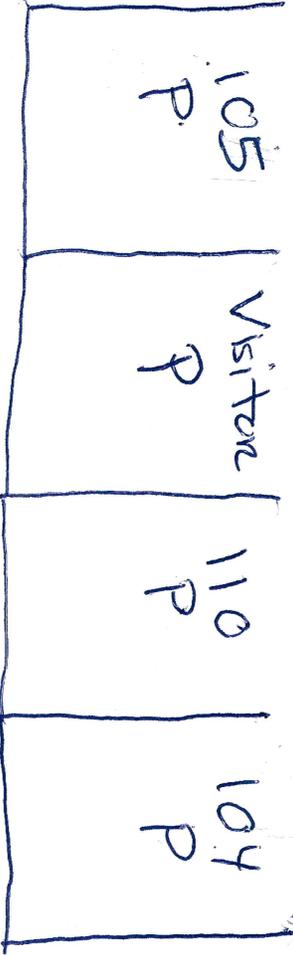
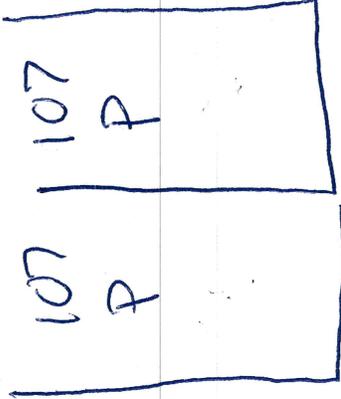
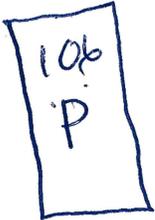
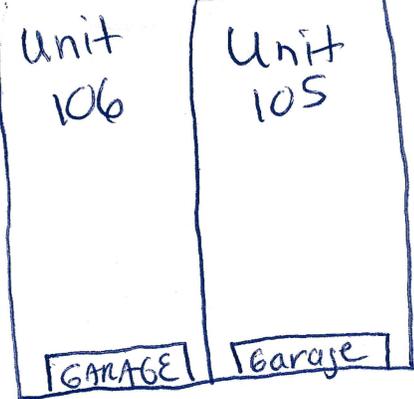
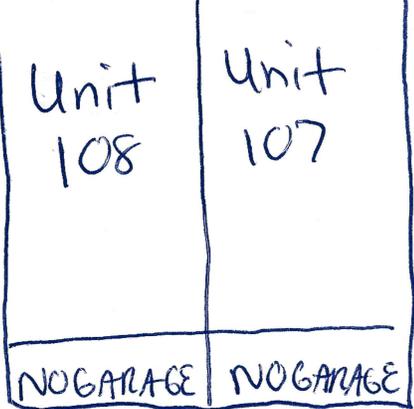


Bonnie Briar Lane

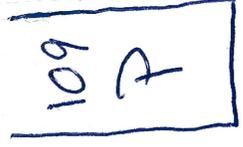
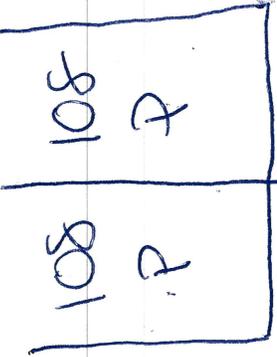
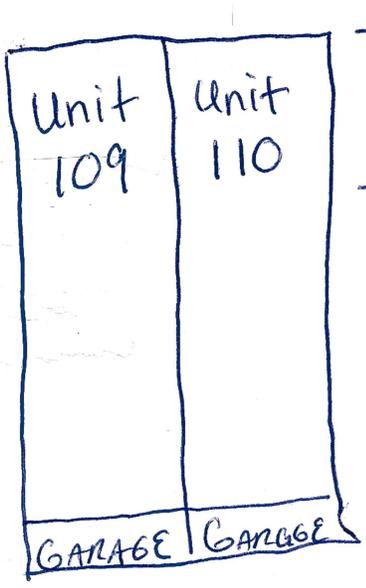
Driveway



Lower section of Bonnie Briar

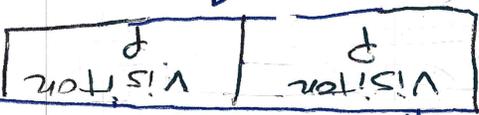


Front side of Unit 103



a new parking spaces

Bonnie Briar Lane



New Fence

Vegetation & Old Fence