

## **Being a Good Neighbor**

**Please take a moment and read this and share it with your household.**

### **Neighborhood Property Restrictions and maintenance**

The MLHOA property restrictions are in place to ensure that our neighborhood maintains the highest quality and standard for the enjoyment of all our residents. Please review these restrictions and understand that the Architectural Committee is responsible for enforcing these restrictions.

Any plans for improvements to property must be submitted and approved by the Architectural Committee prior to beginning construction. This not only included new home construction, but also additions, pools, boat docks, or any major improvement or change to your property.

Please be sure that trailers, ATV's, PWC'S, RV's, boats and/or boat trailers are not permanently parked in driveways; that you have an attractive mailbox with a light, and that adequate landscaping is in place and maintained within the required time frame expressed in the restrictions.

If you are an owner of an undeveloped lot, please keep your lot as clear as possible and keep the front easement trimmed so that your lot has attractive "curb appeal". Please take responsibility for removing trees that could endanger a home adjacent to your lot, and removing trees which fall over your lot line.

### **Safety**

The speed limit in our neighborhood is 25 miles per hour. Be aware that there are small children, walkers, bicycle riders, and joggers sharing the street. There is no long-term parking on the street.

Please be considerate of wakes in the coves. Please drive at idle speed within the boundaries of a cove.

### **Loose Pets**

Homeowners have full responsibility for their pets. Pets should be kept in your yard at all times except on a leash while being walked. Loose dogs threaten adults and children who are afraid of them, and they may damage landscaping, trash cans, etc. When walking dogs, please respect neighbors landscaping and keep your animals out of their yards. Please clean up pet waste behind your dog. Cats may jump on cars causing damage to the finish. They can also kill small wildlife that some neighbors work hard to attract. Please confine your cat to your property.

### **Miller's Landing Phase II HOA PAVILION**

The pavilion is located on Lake Crest Drive at the Marina and is available for the use and enjoyment of members of the MLHOA and their approved guests.

You may reserve the Pavilion by contacting a member of the Board. Reservations will be on a first come first serve basis.

### **RESERVING PARTY RESPONSIBILITY**

1. You are responsible for the actions of your guests.
2. Monitor the "noise" level with considerations of surrounding neighbors.
3. Remove all trash.
4. Clean restrooms.
5. Return the bathroom key to board member.

Note: All additional cleaning costs and/or damages will be the responsibility of the reserving party. Cost will be determined by the board.

**NO CHILDREN ARE ALLOWED ON THE GROUNDS OF THE PAVILION OR DOCK WITHOUT ADULT SUPERVISION.**

Any questions or concerns about the Pavilion area should be directed to a member of the Board of Directors of the MLHOA.

## **Miller's Landing Homeowners Association Order of Articles**

- I.     **Declaration of Restrictions – Miller's Landing Phase II**
- II.    **Addendum – Membership, Board of Directors, and Voting Rights  
in the Association**
- III.   **Amended Restrictions Applicable to the Miller's  
Landing Phase II**
- IV.    **By-Laws – MLHOA**

## **Declarations of Restriction Miller's Landing Phase II**

Whereas the undersigned as Owner desires that certain restrictive covenants be declared and recorded binding on the present Owner and All subsequent owners of certain of the lots in Miller's Landing Phase II ("the subdivision"), as shown on plat of record in Plat Cabinet B, slides 194,195, and 196, in the Register's office for Loudon County, Tennessee desire the following restrictive covenants be declared and recorded.

1. These restrictions shall apply to the numbered lots shown on the plat above, except lots 73 and 88, and shall take effect immediately and be hereafter binding on the Owner and all persons claiming under him until January 1, 2014, at which times said restrictions shall be automatically extended for successive periods of ten years until unless the then owners of a majority of the lots vote to change said restrictions in whole or in part.
2. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of these restrictions, any other person or persons owning any lot in the Subdivision ~~to~~ can prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing or to recover damages or other penalty for such violation.
3. Invalidation of any one of these restrictions by judgement or court order shall not in any way affect any of the other provisions, which shall remain in full force and effect.
4. The lots in the subdivision to which these restrictions apply shall be known and designated as residential lots. Except as otherwise provided herein (7L) no structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, above any basement together with attached private garages and the usual domestic servant quarters.
5. No building shall be located nearer than 30 feet from any front lot line, 25 feet from any rear lot line and 15 feet from any side lot line, excluding lake front lots. Lake front lots are to have rear setbacks of not less than 20 feet from 820' contour line, 30 feet from any front lot line, and 15 feet from any side lot line. For purposes of these setbacks, carports or roofed porches shall be considered as part of the building; uncovered decks shall not be included. For lots abutting the lake, TVA set back requirements shall be observed.

6. Except as to the reserved right of Owner to re-subdivide and/or reconfigure lots in the Subdivision, to which the following shall not apply, Not more than one dwelling house may be erected on any lot and no lot may be subdivided or reduced in size by any device, voluntary alienation, patrician, judicial sale or other proceedings or process on any kind, except for the purpose of increasing the size of another. Lot owners are required to pay dues for each lot originally owned regardless of owner combining lots.
7. The design and structure of all dwellings shall meet the following requirements in addition to the other requirements of these restrictive:
  - a. All fireplaces shall be of masonry construction unless otherwise approved by the Architectural Committee.
  - b. All Fencing and walls must be attractive design and consistent with color and materials used on the house and must be approved by the Architectural Committee. Fences may not extend into the front yard beyond the front corners of the main dwelling. Chain link fences are prohibited.
  - c. No radio or television aerial or antenna, satellite dish over 18" in diameter, nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot not occupied by a building or other structure, unless approved by the Architectural Committee.
  - d. Air conditioners and garbage cans shall be concealed from view by appropriate screening, which must be approved by the Architectural Committee.
  - e. Roof pitches shall be 8/12 or steeper, unless approved by the Architectural Committee, and shall consist of laminated dimensional shingle or slate tile, wood shingles, standing seam copper or enameled metal or aluminum slope shingles.
  - f. Tennis courts and swimming pools are permissible. Pools shall have attractive fencing around them. Tennis courts must have attractive shrubbery and screening around them, and both must be approved by the Architectural Committee.

- g. All driveways to be paved with concrete or other materials and must be approved by the Architectural Committee.
- h. No private outside streetlights, "Light Watchman", or lighting of similar kind of character shall be erected on any lot without the prior approval of the architectural Committee. Each property owner shall erect at his own expense a decorative entrance post light. Post lights shall have sensors and timers as required by the Architectural Committee and shall be kept appropriately lighted for the hours required by the Architectural Committee. The placement, design, and coloring of the post light must be approved by the Architectural Committee.
- i. All above-ground exterior foundation walls shall be veneered with brick or stone or decorative stucco on stucco houses. Windows must be wood unless otherwise approved by the architectural Committee. No aluminum sliding doors will be permitted.
- j. Plant beds must be placed around all mailboxes.
- k. No dryer or stove vents shall be at the front of the house.
- l. No out-buildings such as tool sheds, carports, or detached garages, shall be built unless approved by the Architectural Committee; any such out-buildings shall be in substantial conformity with the Architectural design used for the main dwelling.
- m. Any living trees larger than a 10-inch diameter, and all dogwoods and redbuds, located within the building site of a lot, may not be removed without the permission of the Architectural Committee, except as necessary for purposes of construction and except to enhance lake view landscaping. Site modification or fencing shall not be allowed by any lot owner that will significantly obstruct the lake or mountain view of another lot owner.
- n. All window screens, door screens, porch screens or any other screens are to be of a dark color. No bright or silver screens are to be used.
- o. All houses must have at minimum a two-car garage that will accommodate at least two large automobiles. Garages shall open toward the side or rear unless otherwise approved by the Architectural Committee.

- p. All telephone, electrical and other utilities lines and connections between the main utilities' lines and the residences and other buildings are located on each building plot shall be concealed and located underground so as not to be visible. Each lot owner requiring an original or additional electric service shall be responsible for completing at his expense the secondary electric service conduits, wires, conductors, and other electrical facilities from the point of the applicable transformer to the residence buildings on the lot and all of same shall be and remain the property of the owner from time to time of each lot. The owner from time to time of each lot shall be responsible for all maintenance, operation, safety, repair, and replacement of the entire secondary electrical system extending from the applicable transformer to the residence buildings on his lot.
  - q. Only one mailbox shall be located on any lot and shall be selected to be consistent with the quality and design of surrounding dwellings.
  - r. No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices or any other materials or devices used for building purposes shall be stored, placed, or left on any lot except for purposes of construction of a dwelling or accessory structure on such lot, nor shall any such building materials or devices be stored on any lot for longer than the length of time reasonably necessary to complete the construction in which such materials or devices are to be used.
  - s. No later than thirty (30) days after construction of dwelling, yard areas of such lot must be planted with grass or have other suitable ground cover as approved by the Architectural Committee. Prior to occupancy, each dwelling must be finished on the exterior, and the driveway appurtenant thereto must be paved.
  - t. Any person undertaking any construction on a lot and the owner of such lot shall be responsible for maintaining the continuing cleanliness of, and repairing and damage to, any curbing, gutter, or street resulting from construction on such lot.
8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Determination of said activity will be determined by the board.

9. No Trailer, Basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.
10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
11. No sign of any kind should be displayed to the public view on any lot except one sign of not more than five square feet used by the builder/realty company to advertise the property for sale at any time. Developers reserve the right to display signs of a larger size for promotion of the development and to construct subdivision entry and directional signs.
12. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that of dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes, and are not a nuisance to the subdivision. Pets shall be carefully maintained by their owners and shall not be allowed to run free outside their owners' lot.
13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, all of which shall be kept in sanitary containers designed for that purpose and kept in a clean and sanitary condition and shall be screened. No incineration or open burning of rubbish, trash, garbage, or other waste shall be permitted.
14. All lots shall be subject to the following minimum square footage requirements for the main dwelling:
  - A. Houses with one and one-half or two stories shall contain 1,500 square feet on the main level and a total of at least 3,000 square feet total on both floors.
  - B. Housed with one floor or one floor and a basement shall contain at least 2,400 square feet on the uppermost level.
  - C. Multi-level houses will be considered on an individual basis by the Architectural Committee. Split-foyer home will not be considered.
  - D. The compilation of square footage shall be exclusive of porches and garages and shall apply only to finished, heated areas.



15. A committee shall be formed by the board known as the "Architectural Committee," whose purpose is to evaluate and render architectural decisions to the board. Said committee to be initially composed of the Developer and at least two other persons, who shall be lot owners, appointed by the Developer. The Developer may act through a delegate.

No building shall be erected, placed, altered, or permitted to remain on a building lot in the subdivision until the building plans and specifications and the lot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision. In the event said committee fails to approve or disapprove such design and location within ten (10), days after said plans and specifications have been submitted to it, said plans shall be deemed approved. In the event the Architectural Committee rejects plans submitted for approval, then upon written request or application of the parties owning at the time said approval is requested 75% of the lots any part of any of which is within a 400-foot radius of any part of the lot in question, stating that said owner's radius desire that approval be given, approval shall be deemed given by the Architectural Committee. A complete set of plans and specifications of the house to be built shall be left with said Architectural Committee during the time of construction.

16. For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building lot shall present as attractive and pleasing appearance from all sides and from all points of view, the Architectural Committee has the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, walls, utility yard, delivery, swimming pool or other structure or improvement, regardless of size or purpose, whether attached or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same and showing the nature kind shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation of on-site sewage and water facilities, and such other information as the Architectural Committee shall require, including, if so required, plans for the grading and landscaping of the building lot, showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved by the Architectural Committee. The Architectural Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Owner as to Phase II or contiguous land held for future development. In passing upon such building plans and specifications and lot grading and landscaping plans, the Architectural Committee may take into

consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and material, and the harmony of external design with the surrounding neighborhood and existing structures thereon, and the effect and appearance of such constructions as viewed from neighboring properties. All new construction plans must be accompanied by a landscape and site plan in order to ensure proper landscaping of each lot.

17. The Developer or his successor in interest shall have the right to amend these restrictions at any time so long as he owns greater than 25 percent of the subdivision lots. For the purpose of this percentage included are any lots which the Developer hereinafter subjects to these, or substantially similar, restrictions. Thereafter, these restrictions may be amended by a majority vote of the owners of a majority of the lots. Except as provided above, the Architectural Committee shall have the sole right to grant variances of these restrictions, but all such variances shall conform to the general purposes and standards of these restrictions, and shall be for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standard of these restrictions and to release any building lot from any part of these restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the Architectural Committee, in its sole judgment determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.
18. Recreation Vehicles – Recreational vehicles including camping trailers, boats, ATV's motor homes, PWC's and the like shall be parked at the rear of any lot and shall be out of sight to general public.  
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19. No owner of any lot in the Properties shall lease or rent the lot or improvements thereon for a term of less than twelve (12) months.
20. Pertaining to single family lake front lots: No boat house or dock may be erected that would block the use or view of any other lot owner in the development. Any boat house or dock must conform with the general appearance of the main dwelling and plans for such must be submitted and approved by the Architectural Committee along the same procedure as outlined in these restrictions for the main dwelling. All docks and boat houses must be maintained in a neat and orderly manner.

21. Phase I of Miller's Landing as shown on the map recorded in Plat Cabinet B, slide 174, and restrictions for which are recorded in Trust Book 288, Page 273, both in the Register's Office for Loudon County, Tennessee, and Phase II of Miller's Landing are intended to be both part of a unitary development and accordingly:
  - a. Lot owners in Phase I may enforce the restrictions as to any provision hereof as is the same or substantially similar to the Phase II restrictions, and likewise, and to the same extent, lot owners in Phase II may enforce the Phase I restrictions.
  - b. The same reciprocal enforceability shall apply to future phases of Miller's Landing if adopted in substantially similar terms in the restrictive covenants for the same.
  - c. As the restrictive covenants for future phases of Miller's Landing might provide, and without any requirement for substantial similarity in terms as above, lot owners in the same may be either permitted or required to be members of the Homeowners' Association and lots in the same subject to the same system of maintenance assessments as for Phase II.
  - d. Lot owners in Phase I may subject themselves and their lot to the provisions hereof for maintenance assessments by the affirmative act of joining the Homeowners' Association, membership in which is open to them to the same extent as required of the lot owners in Phase II, thus availing themselves of the benefits thereof.
22. The map of Phase II recorded as aforesaid bears map notes or legends, which shall have the same force as though they were incorporated in these restrictions.
23. As a condition of the permit granted by the U.S. Army Corps of Engineers and the Tennessee Valley Authority, the vegetation in the shaded area identified by Note No. 9 on the Final Subdivision Plat for Miller's Landing Unit No. 2, recorded as aforesaid, must be left in its natural state with the exceptions specifically stated in said note and, accordingly, that portion of Lots 73 and 88 are so restricted. This part of this Declaration of Restrictions may, in addition to the other provisions herein for enforcement, be enforced by the U.S. Army Corp of Engineers and the Tennessee Valley Authority, which enforcement may be by the means and methods provided for herein or by such other means and methods as are available to them or either of them by law.
24. At such time as Owner may elect to construct amenities on Lots 73 and/or 88 or some part of either or both of them, the provisions of the Addendum to this Declaration concerning the Homeowners' Association shall have become applicable to the same extent as though part of this Declaration upon its execution.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand this 20th day of September 1994.

James F. McCain, Owner

State of Tennessee

County of Loudon

Personally appeared before me the undersigned authority, a Notary public for said county and state, James F. McCain, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, this 20th day of September 1994.

My Commission Expires: 1996     Anett Mier, Notary Public

## **ADDENDUM**

### **MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION**

#### **Section 1. MEMBERSHIP.**

Every person or entity who is the record Owner of a fee or undivided fee interest in any Lot within the Subdivision shall be a Member of the Associates, provided that any such person or entities who hold such interest merely as a security for the performance of an obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the record owner of a fee or undivided fee interest in a Lot and expires upon the transfer or release of said ownership interest.

#### **Section 2. VOTING RIGHTS.**

CLASS A: Class A Members shall be All Lot owners with the exception of Owner. Regardless of the number of Class A Members owning a fee or undivided fee interest in any Lot within the Subdivision, each Lot in the Subdivision shall have one vote. In no event shall more than one vote be cast by a Class A Member with respect to any Lot, regardless of how many owners of that Lot there may be.

CLASS B: The Class B Members shall be Owner. The Class B Member shall be entitled to two (2) votes for each Lot in which Owner holds such interest hereunder as is required for membership.

The Class B membership of Owner can only be and remain in Owner, his successors and assigns.

The Class B membership shall terminate when the Owner has relinquished ownership of all the Lots shown on the map of record aforesaid.

### **Section 3. BOARD OF DIRECTORS.**

The Association shall be governed by a Board of Directors to be elected annually by the membership consisting of at least 5 members. So long as there is a Class B Membership, Class A members shall elect two Directors and the Class B Member shall elect three Directors as provided by the By-Laws.

### **Section 4. EMPLOYMENT BY BOARD OF DIRECTORS.**

The MLHOA Association acting by and through its Board of Directors shall have the right to engage and employ such individuals, corporations, or professional managers for the purpose of managing and maintaining common areas which it has had conveyed to it. or over which Owner shall delegate authority to it and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

### **Section 5. BY-LAWS.**

The Association shall be governed by By-Laws which may be amended from time to time by the Membership of the Association.

## **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

### **Section 1. MEMBERS' EASEMENTS OF ENJOYMENT**

Subject to the other provisions hereof, every member shall have a right and easement of enjoyment of the common Properties which shall be an appurtenance to and pass with title to the Lot.

### **Section 2. TITLE TO COMMON PROPERTIES**

Common Properties shall be the subdivision sign and landscape areas presently at the entrance to Phase I of the subdivision (subject to the rights of the owners of lots in Phase I therein) and as may be constructed at the entrance to Phase II and Lots 73 and/ or 88 or some part of either or both of them as Owner may have dedicated to that purpose. Owner may retain title to the Common Properties in the sole discretion of Owner. However, Owner reserves and shall have the right to convey, from time to time, part or all of the common Properties to the Association and the Association is bound to accept such conveyance.

### **Section 3. EXTENT OF MEMBERS' EASEMENTS**

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association to take reasonable action to protect and preserve the rights and interests of the Association and its Members in the Common Properties.
- (b) the right of the Association, as provided and permitted in this Declaration, and its By-Laws, to suspend the enjoyment rights of any Member for any period during which any Assessment remains unpaid; for any infraction of its published rules and regulations; or for violation of the Declaration.
- (c) The right of the Association to charge reasonable fees for the use of the common properties.

### **CONVENANT FOR MAINTENANCE ASSESMENT**

#### **Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.**

Except as hereinafter provided, the owner of each Lot in the Subdivision hereby covenants and agrees, and each owner of a Lot, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association:

- (1) Annual Assessments or charges. Per lot owned.
- (2) Special Assessments for capital improvements, such Assessments to be fixed, established, and collected from time to time as herein provided. The annual and special Assessments, together with such interest thereon and costs of collection thereof as herein provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made. Each Assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time of the Assessment was set or becomes due.

#### **Section 2. PURPOSE OF ASSESSMENT**

The Assessment levied by the Association shall be used exclusively for the purpose of promoting recreation, health, safety, welfare, and beautification of the common Properties; including, but not limited to the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and the costs for utilities, labor, equipment, material, management, and supervision thereof.

### **Section 3. ESTABLISHING ANNUAL ASSESSMENTS.**

The Owner shall have the right to determine and set the annual Assessment for the first calendar year. The Assessment for such year shall be an amount deemed by the Owner to reasonably necessary to defray the expenses of the Association for such year. Thereafter, the Assessment shall be set annually by the Board of Directors. The Board of Directors has the responsibility to recommend annual dues and any special assessments to the homeowners.

Since Owner will incur the initial costs of constructing, building and installing improvements of the common Properties and incur most of the initial maintenance costs related thereto before transferring the Common Properties to the Association, the Owner shall not be required to pay any annual or special Assessment required hereunder or levied by the Association on Lots owned by the Owner.

### **Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.**

In addition to the annual Assessments, the Association may levy, during 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the common Properties, include the necessary fixtures and personal property related thereto, provided that any such Assessment shall be approved by the Board of Directors or Members, pursuant to the By-Laws of the Association.

### **Section 5. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS**

All Annual Assessments shall become due and payable on January 1<sup>st</sup> and delinquent on February 1<sup>st</sup> of each year.

### **Section 6. QUORUM FOR CHANGE IN BASIS AND/OR AMOUNT OF THE ANNUAL ASSESSMENT FOR LEVYING SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS**

In order to effect any change in the Annual Assessment, or to levy a Special Assessment, the presence at a duly called meeting of Class A Members-Lot owners, or of their proxies, entitled to cast fifty-one (51%) percent of all votes of Class A Membership, and the presence or proxy of the Class B Member, shall constitute a quorum. If the quorum is not present, an adjourned meeting may be called, and the required quorum at the preceding meeting. Said adjourned meeting shall be held not less than thirty (30) days from the date of notice.

It shall be the duty of the Board of Directors to notify each Owner of any proposed change in the annual Assessment or any proposed special Assessment and the due date of such special Assessment. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of each such Owner, not less than thirty (30) days from the date the meeting is scheduled to occur.

#### **Section 7. EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN AND REMEDIES OF ASSOCIATION.**

If an Assessment is not paid on the date when due, then such Assessment shall become delinquent and, together with such monetary penalty and cost of collection, as herein provided, shall become a continuing lien on the Lot. The Association may suspend the right of enjoyment of any Member whose Assessment is not paid when due.

If the Assessment is not paid by the 1<sup>st</sup> day of February of any calendar year, a \$2.00 per day penalty shall be assessed against each Lot for which payment has not been made, retroactive to January 1<sup>st</sup>, of said calendar year, and the Association may bring an action at law against the Owner or Owners to enforce payment of same, or may foreclose the lien against the property, and there shall be added to the amount of such Assessment the costs of such action and, in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided, reasonable attorney fees, together with all costs of collection, including court costs.

#### **Section 8. SUBORDINATION OF THE LIEN TO MORTGAGES**

The lien of the Assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject to Assessment; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the owner of the Lot from liability for any Assessments thereafter becoming due nor from the lien of any such subsequent Assessment. An Assessment shall not be subordinate to a mortgage held by a prior owner who was the owner at the time such Assessment was set to become due.



Inst: 0006683401

Received: 04/16/2002

Bonnie Wear

Register of Deeds Loudon C. TN

This instrument prepared in the office of Costner & Greene, Attys., 315 High Street, Maryville, Tennessee 37804

BY: Steven J. Green C&G-7883 dp/sg

### **Amended Restrictions Applicable to Miller's Landing, Phase II**

Whereas, the undersigned, President and Secretary of Miller's Landing Homeowners Association, Represent the owners of real property, situated in Loudon Count, Tennessee and is known and designated as "Miller's Landing, Phase II" as shown by map of record in Plat Cabinet B, Slides 194, 195 and 196 in the Register's office for Loudon County, Tennessee; and,

Whereas restrictions for said subdivision being of record in Trust Book 344, page 143 in the Register's office for Loudon County, Tennessee; and,

Whereas, by special meeting called by the Miller's Landing Homeowners Association and pursuant to no. 17 of the restrictions of record in Trust Book 344, in said Register's office, a majority of owners of said lots in Miller's Landing, Phase II voted to amend said restrictions; and,

Now, therefore, premises considered and other good and valuable considerations, the above parties herby amend the restrictions of record in Trust Book 344, Page 143 in the Register's office for Loudon County, Tennessee as follows:

Any reference in said restrictions providing that the owners of lots in Miller's Landing, Phase I have the opportunity to join the Miler's Landing Homeowners Association shall be deleted entirely.

Paragraph nos. 21, 21a, 21b, 21c and 21d are hereby deleted entirely.

SECTION 2, Page 11 is hereby deleted in its entirety and the following substituted:

### **Section 2. TITLE TO COMMON PROPERTIES**

Common properties shall be the subdivision sign and landscape areas presently at the entrance to Phase II and any signage ~~benefitting both of them as Owner may have~~ dedicated to that purpose. Owner may retain title to Common Properties in the sole discretion of Owner. However, Owner reserves and shall have the right to convey, from time to time, part of all the Common Properties to the Associate and the Association is bound to accept such conveyance.

THIS AGREEMENT SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS AND ASSIGNS, AND SHALL RUN WITH THE LANDS HEREIN ABOVE DESCRIBED FOREVER.

State of Tennessee Loudon County Register's Office

This instrument received at 8:40 o'clock AM of the 16<sup>th</sup> day of April 2002 duly Certified and registered in said offer in Trust Book # 579 page 452 and noted in Book # Y Page 264 state tax paid xxx

Fee \$12.00 Bonnie Wear, Register

**In witness whereof** the undersigned have set their hands and seals this the 16<sup>th</sup> day of April 2002.

Miller's Landing Homeowners Association

By: Pam Peters

Title: President

Attest: Patricia B. Campen

Title: Secretary

STATE OF TENNESSEE

County of Loudon

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Pamela Peters and Patricia Campen, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the **PRESIDENT AND SECRETARY**, respectively, of **MILLER'S LANDING HOMEOWNERS ASSOCIATION**, the within named bargainer, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

WITNESS my hand and seal, at office this the 16<sup>th</sup> day of April 2002.

Phyllis J Brewster

Notary Public

My Commission Expires: 10-13-2002.

**BY-LAWS**  
**OF MILLER'S LANDING HOMEOWNER'S ASSOCIATION**

**ARTICLE 1: DEFINITIONS**

**Sect. 1.** The name of the organization shall be MILLER'S LANDING HOMEOWNERS ASSOCIATION, herein referred to as the Association ~~or Corporation.~~

**Sect. 2.** As provided the Charter of the Corporation:

“The Corporation shall not make any distributions prior to dissolution. Upon dissolution of the Corporation, the assets of the Corporation shall be distributed to its members.

“Membership shall be limited to owners of lots in Miller's Landing, a residential subdivision in Loudon County, Tennessee, as governed by the Declaration of Restrictions for Miller's Landing Phase II to be forthwith recorded in the said Register's Office for Loudon County, Tennessee.”

Sect.3. The “subdivision” shall mean and refer to the lots in Miller's Landing Phase II described in the Declaration of Restrictions recorded in the Register's Office for Loudon County, Tennessee, in Trust Book 344 Page 143.

**ARTICLE II: MEMBERSHIP**

**Sect. 1.** Every person who is the owner of a lot in the Subdivision shall be a member of the Association. Membership shall be coupled with the ownership and shall not be transferable; however, all obligations of membership shall be assumed and paid by any successor in interest in the ownership as a condition of membership.

**Sect 2.** Members shall be subject to assessments for maintenance as provided in the Declaration of Restrictions and as determined by the Association.

**Sect 3.** Membership may be held jointly by a husband and wife, but such membership shall be entitled to but a single vote, such vote to be cast as such joint members agree. Each such joint member shall be individually eligible for office. In every other case, multiple owners of a Lot must give their proxy to but one of their number to be eligible to vote or for the proxy by eligible for office.

**ARTICLE III: MEETING OF MEMBERS**

**Sect 1.** The regular annual meeting of the members shall be held on the day in each year determined by the Board of Directors.

**Sect. 2.** Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the members either personally or by sending a copy of the notice through the mail to the address standing on the books of the Corporation. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted.

**Sect. 3.** At all meetings of members, attendance and voting may be in person or by proxy. All proxies shall be in writing and filed with the Secretary before the opening of business. Proxies shall not extend past adjournment “sine die.”

**Sect. 4.** The quorum for any action shall be as provided by the Declaration of Restrictions for the establishing of assessments.

**Sect. 5.** All meetings will be conducted in accordance with Robert’s Rules of Order.

**Sect. 6.** Voting shall be by secret ballot if requested by 25% of those members present and entitled to vote, or at the discretion of the presiding officer.

#### **ARTICLE IV: OFFICERS OF THE ~~CORPORATION~~ Association**

**Sec. 1.** The officers of the corporation shall be a President, who shall be ex officio Chairman of the board of Directors, a Vice President, who shall be an ex officio Vice chairman of the Board of Directors, a Secretary and a Treasurer. All officers of the ~~Corporation~~ Association shall be members of the Board of Directors. All officers must be members of the Association.

**Sec. 2.** All officers shall be elected by the membership at an annual meeting and shall hold office for a period of two years or until their successors shall have been duly elected and qualified.

**Sect. 3.** A nominating committee of members appointed by the President may suggest and recommend to the membership a slate of officers for election.

#### **ARTICLE V: DUTIES OF THE OFFICERS**

**Sect. 1.** The President shall act as Chairman of the Board of Directors and preside at all meeting of the Board of Directors and shall be an ex officio member of all committees. The President of the ~~Corporation~~ Association shall sign all documents and papers to which his signature is required by the laws of the State of Tennessee, the charter of incorporation, or customary business practice. The President shall make all committee appointments as required by these By-Laws. The President shall be the Chief Executive Officer of the ~~Corporation~~ Association with all of the powers and duties normally intending upon such office by law, custom, practice, or tradition.

**Sect. 2.** The Vice President shall be the Vice Chairman of the Board of Directors and shall act as Chairman in the absence of the President and when so acting shall have the power and authority of the Chairman. Further, the Vice President shall exercise all of the duties of the President of the Corporation during his disability, absence, or refusal to act or upon his death or removal and until his successor shall have been elected and qualified.

**Sect. 3.** The Secretary shall keep the minutes of all meeting of the Board of Directors and the Minute Book of the Corporation and attest to the Signature of the President or other authorized officer on all papers and documents as required by the laws of the State of Tennessee, the charter of incorporation, or when such is reasonable required or demanded by any person to whom such documents are directed. The Secretary shall also give notice to all meetings of the Board of Directors and of the membership.

**Sect. 4.** The Treasurer of the Corporation shall keep the books of accounts of the Corporation, supervise the receipts and disbursements of the Corporation, secure all periodic reports of the financial affairs of the Corporation, together with annual audits.

#### **ARTICLE VI: BOARD OF DIRECTORS**

The affairs of the Corporation shall be managed by a Board of five (5) Directors, consisting of the President, the Vice President, the Treasurer, the Secretary and Director at Large. The Director at Large shall be elected at each annual meeting of the members for a two-year term.

#### **ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Sect. 1.** The Board of Directors shall have power:

- a) To call a special meeting of the members whenever it deems it necessary and shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership as provided herein.
- b) To appoint and remove at pleasure all agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer, or director of the Association in any capacity whatsoever.
- c) To establish the rate of and collect maintenance assessments as provided by the Declaration of Restrictions.
- d) To establish and enforce rules and regulations applicable to the use of the property of the Association.
- e) To take any action which they are required or permitted to take without a meeting on written consent as provided by Tennessee Code Annotated.

**Sect. 2.** It shall be the duty of the Board of Directors:

- a) To cause to be kept a complete record of all of its acts and the 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 is requested in writing by one-fourth (1/4) of the voting membership as provided herein.
- b) To supervise all officers, agents, and employees of this Association and to see that their duties are properly performed.
- c) To generally manage and direct the affairs of the Association between meetings of the membership.

## **ARTICLE VIII: MEETING OF DIRECTORS**

### **Sect. 1. REGULAR MEETINGS.**

The Board of Directors shall meet at a time and frequency to be set by resolution of the Board or by common consent.

### **Sect. 2. CALLED MEETINGS.**

Special meeting of the Board of Directors may be held on call of the President or at the request of a majority of the Directors delivered to the President in writing.

### **Sect. 3. NOTICE OF MEETINGS.**

Notice of all regular and special meetings of the Board of Directors shall be mailed or emailed by the Secretary or his delegate to each member of the Board of Directors at least five days prior to such meeting, which notice shall be effective when mailed. Special meetings of the Board of Directors may be held without notice upon the consent in writing of any Director not attending, of which consent shall be entered in the minutes of the meeting as part thereof.

### **Sect. 4. QUORUM AND VOTING.**

A quorum for the transaction of business at any special or regular meetings of the Board of Directors shall consist of a majority of the members of the Board of Directors. Any action of the Board shall be upon affirmative vote of those Directors present equal to or greater in number than a majority of the entire membership of the Board without vacancy.

## **ARTICLE IX: AMENDMENTS**

These By-Laws may be amended, at a regular or special meeting of the members, by vote of a majority of members present in person or by proxy, provided that the substance and purpose of any amendment shall have been included in the notice of the meeting.

## **ARTICLE X: DECLARATION OF RESTRICTIONS**

The Declaration of Restrictions referred to above shall control, govern, and be paramount to these By-Laws or any provision of them inconsistent therewith.

Adopted this 20<sup>th</sup> day of September 1994.