

THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
330 Commerce Street, Suite 110
Nashville, Tennessee 37201
(Prepared solely from information
provided by and at the direction of The
Woods at Martin's Bend Homeowner's
Association, Inc.)

Heather Dawbarn, Register
Rutherford County Tennessee
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**AMENDED AND RESTATED RESTRICTIVE
COVENANTS APPLYING TO THE SUBDIVISION NAMED
THE WOODS AT MARTIN'S BEND**

THIS Amended and Restated Restrictive Covenants Applying to the Subdivision Named The Woods at Martin's Bend ("Amended & Restated Declaration"), is made and entered into by the Lot Owners at The Woods at Martin's Bend Homeowner's Association, Inc. ("Martin's Bend" or "Association").

W I T N E S S E T H:

WHEREAS, the Association desires that the Property be held, sold and conveyed subject to certain covenants, conditions and restrictions for the purpose of protecting the value and desirability of the Property; and,

WHEREAS, pursuant to Article Ten, part C of the Restrictive Covenants Applying to the Subdivision Named The Woods at Martin's Bend of record in Record Book 723, Page 2707, et seq., Register's Office for Rutherford County, Tennessee ("Declaration"), the Declaration may be amended by a declaration signed by not less than fifty-one percent (51%) of the Lot Owners; and,

WHEREAS, as evidenced by their signatures below, the President and Secretary of the Association, certify that not less than fifty-one percent (51%) of the Lot Owners have signed this Amendment and as such, this Amendment shall be adopted; and,

WHEREAS, with the exception of Article Eight, Paragraph 2 of the Declaration which shall survive, and the text of which is attached hereto as Exhibit "B", the Association desires to void, vacate and override all remaining parts of the Declaration, and void, vacate and override the Amendment to Restrictive Covenants of The Woods at Martin's Bend, of record in Record Book 729, Page 1496, et seq., of record in the Register's Office for Rutherford County, Tennessee.

NOW, THEREFORE, the Association hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are

established for the purpose of protecting the value and desirability of, and which shall run with the title to the Property and shall be binding on all parties having any right, title or interest in the described properties or any part therein, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and further declares as follows:

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to The Woods at Martin's Bend Homeowner's Association, Inc., a Tennessee not-for-profit corporation.

Section 2. "By-Laws" shall mean the By-Laws of The Woods at Martin's Bend Homeowner's Association, attached hereto as Exhibit "C" and made a part hereof. All provisions contained in the body of this Amended & Restated Declaration dealing with the administration and maintenance of the properties shall also be deemed to be part of the By-Laws.

Section 3. "Builder" shall mean any party other than a Lot Owner who has purchased a Lot to construct improvements thereon or who has been hired by any Lot Owner to construct improvements upon a Lot owned by such Lot Owner.

Section 4. "Common Area" or "Common Elements" shall mean all real property (including the improvements and amenities thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area owned by the Association shall include all areas shown and designated as such on Exhibit "A" attached hereto.

Each Owner shall have an easement in common with the Owners of all other Lots to use all of the Common Elements located in and serving his or other Lots.

Section 5. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

Section 6. "Eligible Mortgage Holders" shall mean those holders of a first mortgage on a Lot who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 7. "House or Home" shall mean any improvement constructed upon any Lot as defined herein, for the purpose of providing residential housing to Lot Owners or other occupants thereof.

Section 8. “Lot” (or “lot”) shall mean and refer to any plot of land shown upon any recorded subdivision map and/or Plat of the properties, with the exception of the Common Area, Open Space, detention area and streets, roads and right of ways.

Section 9. “Member” shall mean every Owner as defined herein, who shall also be a Member of The Woods at Martin’s Bend Homeowner’s Association, Inc., whether or not it shall be so expressly stated within such Owner’s Deed.

Section 10. “Owner” (also referred to herein as “Lot Owner” or “owner”) shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. “Property” shall mean and refer to that certain real property referenced in Exhibit “A”, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. “Residence” or “Residential Use”. Shall mean the place where the Owner’s habitation is fixed and is where, during periods of absence, the Owner definitely intends to return.

Section 13. “Rules and Regulations” (aka “Fee Schedule” or “Fine Policy”). Shall mean and refer to the rules and regulations concerning the use of the Lots, Homes and the Common Elements, as adopted from time to time by the Board in accordance with the Declaration and By-Laws. Martins Bend HOA Fee Schedule 2024 is attached as Exhibit "D".

Section 14. “Single-Family”. Shall have the same meaning as defined in Article Eight, Paragraph 2 of the Declaration, the text of which is attached to this Amended & Restated Declaration as Exhibit “B”.

Section 15. “Trailers”. Means any unpowered Vehicle which may be used to transport other Vehicles, and/or materials used for construction, landscaping or any other materials.

Section 16. “Vehicle”. Means any motor vehicle including but not limited to any car, truck (including sport utility vehicles [SUV] and pickup trucks), camping vehicle (self-propelled or towed), motorcycle, motorized scooter, golf cart, all-terrain vehicles (“ATV”), boats, riding lawnmowers and any motorized vehicle which may be used to transport one or more persons or

which is used for any other purpose. Vehicles shall also include motor vehicles or combination of motor vehicles used in commerce to transport passengers or property as further defined in Tenn. Code Ann. §55-50-102.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and/or any violation of this Amended & Restated Declaration, the By-Laws or Association rules and regulations remains unresolved. Any such suspension of rights shall only be so suspended after written notice having been mailed to the Owner at the record address last provided by the Owner to the Association, notifying the Owner of such unpaid assessment(s) or other violation, and such Owner failing or refusing to comply with such written notice;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(d) The By-Laws, rules and regulations, fine policies, resolutions and any and all duly adopted amendments thereto.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family or contract purchasers who reside on the property.

Section 3. Encroachments. If any portions of the Common Area shall actually encroach upon any Lot, or if any Lot shall actually encroach upon any portions of the Common Area, as the Common Areas and Lots are shown on recorded Plats, there shall be deemed to be mutual

easements in favor of the Association as owner of the Common Areas and the respective Lot Owners involved, to the extent of such encroachments, so long as the same shall exist.

Section 4. Security. Each Owner and occupant of a House, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association nor the Board, any officer, committee, the property manager or any agent of the Association shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such system or security measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform all occupants of its Home that the Association, its Board of Directors and committees, are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Home and the contents of Home, resulting from acts of third parties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have only one class of voting membership:

Class "A". Class "A" Members shall be all Owners, and who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast or accepted with respect to any Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties, for the improvements, insurance and maintenance of amenities and the Common Areas, and to maintain an adequate reserve fund to provide for necessary repair and/or replacement of improvements to the Common Area. This Amended & Restated Declaration shall be covenants running with the land and as such, is and shall be binding upon the Members of the Association.

Section 3. Maximum Annual Assessment. From and after the year immediately following the recording of this Amended & Restated Declaration, the annual assessment will be determined by the previous year's budget requirements. Any increase of more than 15% above the previous year assessment will require a vote of two-thirds (2/3) of the Members who are eligible and cast such vote in person or by proxy. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost

of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the total allocated and eligible votes in the Association who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members (and eligible mortgage holders, if applicable) not less than thirty (30) days or more than sixty (60) days in advance of the meeting. The required quorum for any action authorized under Section 3 and 4 above, shall be the same as the quorum requirements for all meetings of the Members, recited in the By-Laws attached hereto as Exhibit "C".

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and will be collected on a quarterly or a yearly basis.

Section 7. Date of Commencement of Annual Assessments: Due dates. The annual assessments provided for herein shall commence as to each Lot on the day of the month of the conveyance to the Lot Owner(s). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(a) Working Capital Fund. In addition to the other Assessments provided in this Covenant, each purchaser of a house within The Woods at Martin's Bend shall be assessed with the Working Capital Assessment. The Working Capital fund insures that the Association will have funds to meet initial or unforeseen expenditures; purchase additional equipment and/or secure services. Each Lot's share of the working capital fund shall be collected at the time of

closing of the sale of the Lot to the Lot Owner(s) or at the time of transfer of title to the Lot. Any increase above the previous year assessment will require a vote of two-thirds (2/3) of the Members who are eligible and cast such vote in person or by proxy.

(b) Mortgage and Deed of Trust Protection. The lien for assessments payable by a Lot Owner shall be subordinate to the lien of a recorded first Mortgage or Deed of Trust on the interest of such Lot Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Lot encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. Sale or transfer of any Lot shall not affect the assessment lien. This subparagraph shall not be amended, changed, modified, or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article IV, Section 1 herein, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

Section 8. Effect of Delinquent and/or Nonpayment of Assessments: Remedies of the Association.

(a) Any assessment paid more than fifteen (15) calendar days after the due date shall be subject to and include a "late charge" in an amount determined by the Board, to cover the extra expense involved in handling delinquent payments. In addition to the late charge hereinabove recited, any assessment not paid within thirty (30) calendar days after the due date shall bear interest at eighteen (18%) percent per annum until paid in full. Any and all delinquent assessments shall constitute a continuing lien against the Lot and improvements thereon. The Association may bring an action at law or equity against the Owner(s) personally obligated to pay the assessments and/or foreclose the lien against the property. Should enforcement be

necessary, the Owner(s) shall be obligated to pay costs and attorney's fees associated therewith. Assessments are independent covenants within this Declaration. No Owner(s) may waive or otherwise escape liability for the assessments, late fees and fines provided for herein or by any duly adopted Rules and Regulations of the Association provided for herein by non-use of the Common Area, abandonment of the lot or any other reason.

(b) Separate and Independent Covenant. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Amended & Restated Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

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

(c) Non-Judicial Lien Foreclosure. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Area and the premises contained herein and the sum of One (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, and rendering judicial foreclosure unnecessary, the Owners jointly and severally for themselves, their heirs, personal representatives, executor, administrators, successors and assigns (the "Trustors"), shall, by their acceptance of a deed to their Lot, be deemed to have transferred and conveyed unto the Association as Trustee, its successors in trust and assigns, their respective Lots and corresponding interests in the Common Areas together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing payment of their share of the common expenses and all other assessments thereon, whether common, annual or special, when due. If the Trustors shall pay their share of the common expenses and all other assessments, common, annual or special when due, then this trust conveyance shall be of no further force or effect. But

if said indebtedness, or any part thereof, is not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or its successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Rutherford County, Tennessee, to sell the respective Lots and corresponding interests in the Common Areas, at the front door of the Courthouse in Rutherford County to the highest bidder for cash at public outcry, free from the statutory or equitable right of redemption, homestead, dower, distributive share and all other rights or exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid and purchase at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of the respective Lot. It is further agreed that in the event the Trustee fails, before selling the respective Lot, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed therefore.

In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First. To the payment of all costs, charges and expenses of executing this trust conveyance and enforcing said lien as herein provided, including reasonable attorney's fees, and for all expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, including reasonable attorney's fees;

Second. To the payment of all unpaid taxes with respect to such Lot; and

Third. To the full and complete satisfaction of all amounts secured by such lien.

Fourth. Any balance of proceeds remaining after satisfaction of such charges, shall be paid to Trustors or to their order, or to their representatives or assigns.

The Association may, at any time and from time to time, by instrument in writing, substitute and appoint a successor or successors to the Trustee, which instrument executed, acknowledged and recorded in the Register's Office for Rutherford County, Tennessee, shall be conclusive proof of the proper substitution and appointment of such Successor Trustee. Said Successor Trustee shall have all the right, title and estate, powers, duties and privileges of the predecessor Trustee, without the necessity of any conveyance from such predecessor Trustee.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Improvements. No building, fence, wall or other structure(s) or improvement of any kind shall be commenced, erected or maintained upon any Lot or House, nor shall any exterior addition or improvements to or change or alteration (including painting or re-painting) therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee (hereinafter referred to as "ARC") appointed by the Board. All matters submitted to the Board of Directors or the ARC shall be decided and announced in writing within fifteen (15) business days after submission by the Owners or Builder, unless additional time, at the discretion of the Board or ARC, is needed to obtain additional documentation. In such case, written approval or denial shall be provided to the Owner or Builder within fifteen (15) business days after receipt of such additional documentation by the ARC from the Owner or Builder. If the Board or ARC reply to the Owner or Builder within fifteen (15) business days requesting additional information regarding the improvement, the fifteen (15) business days shall be calculated from the date upon which the Owner or Builder provides the Board or ARC with such additional requested information regarding the improvement. Failure of the Board or ARC to approve or deny submissions in writing within fifteen (15) business days or any extensions thereof as previously described, shall be deemed an approval unless the fifteenth (15th) business day shall fall on a weekend or national holiday. In such case, written approval or denial shall be given by the Board or ARC to the Owner or Builder on the next regular business day. The Board or ARC shall be the sole arbiter of all improvements made to any Lot or House and may withhold approval for any reason, including those of a purely aesthetic nature.

Section 2. Architectural Review Committee Membership. The Board may serve as the ARC. If the Board appoints Members other than the Board to serve on the ARC, the ARC shall be composed of no less than three (3) committee members appointed by the Board. Board appointed ARC members shall serve for one (1) year. The ARC shall have the right to

disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use thereof inharmonious with the structures located upon other Lots within the Martin's Bend subdivision.

ARTICLE VI INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire or other hazards and casualties for the full insurance replacement cost thereof, and may obtain insurance against such other hazards, liabilities and casualties as the Association may deem desirable with the Association as the owner and beneficiary of such insurance. The Association shall also maintain adequate liability insurance and fidelity bond coverage for any party maintaining the funds for the Association. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the common assessments made by the Association. The deductible shall be paid by the party who would be liable for the loss of repair in the absence of insurance and in the event of multiple parties shall be allocated in relating to the amount each party's loss bears to the total.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such Lot Owners, with the approval of two-thirds (2/3) of the eligible votes of the members who are voting in person or by proxy at a meeting duly called for this

purpose.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property in the event of damage or destruction.

Section 4. Condemnation. In the event of a taking of part of the Common Areas in condemnation or by eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board in their sole and absolute discretion, approves the repair and restoration of such Common Areas, the Board shall arrange for the repair and restoration of such Common Areas and the Board shall disburse the proceeds of such awards to the contractors engaged in such repair and restoration in appropriate progress payments. In the event the Board does not approve the repair and commencement of restoration of such Common Areas within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on an equal basis to each record Lot Owner (and any mortgagee having a security interest in said lot).

Section 5. Individual Owner Insurance. All Owners of a Lot or House shall obtain and keep in force at all times, hazard and liability insurance with a face amount sufficient to insure the full replacement cost of the House and any and all improvements located upon the Lot appurtenant thereto.

ARTICLE VII

USE AND CONSTRUCTION RESTRICTIONS

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

Section 1. Residential Use. No Lot or House may be used for any purpose other than for Residential Use and no House shall be occupied by more than one Single-Family.

Section 2. Re-Subdivision of Lots. No Lot shall be re-subdivided, but shall remain as shown on the recorded plat. It is permissible, however, for one residence to be constructed on more than one Lot. A slight variance in the property lines may be made by adjacent Owners, but

not for the purpose of subdividing into more Lots. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Association Board and approval from the Rutherford County Planning Department. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 3. No structure shall be erected upon any Lot having a square foot living area of less than 2,500 square feet for a dwelling and such area shall not include basements, patios, porches and garages. If a two-story dwelling, then the first level must have a minimum square foot living area of 1,700 square feet. All dwellings and garages shall be of high-quality workmanship and material. The Board, in its discretion, shall determine what level of workmanship does or does not meet the definition of “high-quality”.

Section 4. All dwellings or garages shall be constructed with brick or stone and shall be a minimum of 95% brick or brick with stone accent. All structures shall have full masonry foundations, and no exposed block or concrete foundation shall be visible above grade.

Section 5. Roofs and Roof Shingles. Architectural shingles shall be used on all roofs. Roof shingles shall not be flat three-tab. Single story residences shall have a minimum roof pitch of 8 and 12.

Section 6. Underground Utilities. All utility lines, including telephone and cable television lines, shall be installed underground. In addition to the building restrictions and building materials cited above, each structure shall be constructed in accordance with the LaVergne, Tennessee Building Code as the same may be amended from time to time. Before any building may be occupied, it must be completely finished and have a certificate of occupancy issued by local government. The exterior construction of all dwellings or garages must be approved by the ARC.

Section 7. Dwelling Construction Location. Any dwelling constructed upon any lot will not be erected nearer than forty (40) feet from the front property line so as to comply with the minimum building setback line as shown on said subdivision plat. In addition, no dwelling will be erected nearer than twenty (20) feet from the rear property line. Also no dwelling will be constructed nearer than ten (10) feet to the property line on each side of the lot, except in the case of a corner lot. On corner lots, the minimum building setback line from any property line

fronting a public street will conform to and comply with the recorded subdivision plat and all other property lines of a corner lot will be subject to a ten (10) foot minimum building setback line. All Lots shall provide the minimum side yard required by the subdivision regulations adopted by the LaVergne, Tennessee Building Code as the same may be amended from time to time.

Section 8. Garage Requirement. All dwellings are required to be constructed with at least a two-car garage and all such garages must be a side entry garage. In addition to the two-car side entry garage, other garage types are allowed but only if approved in writing by the Architectural Review Committee. All garages must conform in construction and materials to the same as used in the construction of the dwelling. All garage doors shall remain closed after dark, except for actual ingress or egress therein. A concrete driveway must be installed to any garage. Carports, whether attached or detached, shall not be permitted. Garages shall not exceed the main dwelling in height. No dwelling shall exceed two stories in height. No garage may be converted into a living space or for any use other than for the parking and storage of vehicles and personal property.

Section 9. Driveways. Driveway surface material, construction, and design must be approved in writing by the Architectural Review Committee. Driveways must be of concrete, gray or brown aggregate, and must be sealed. All driveways must be completed prior to occupancy. In no event shall driveways be unfinished or paved with asphalt. Prior to and during all phases of constructions, there shall be on the Lot at least a temporary driveway of gravel material adequate to prevent mud tracking and unsightliness in the subdivision.

Section 10. Nuisance. No noxious, offensive, immoral, improper, offensive, or unlawful use shall be made of the Common Areas, Lots, or Homes nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Nothing may be done thereon which may be or become annoying or a nuisance to the neighborhood or any individual Owner or occupant.

Section 11. Pets. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or House except that dogs, cats or other household pets may be kept or maintained provided they are not kept or maintained for commercial or unlawful purposes. No poultry of any

kind or description shall be allowed or maintained on any Lot at any time for any purpose. No pets are permitted to roam free, and pets are to be kept on leashes when off of the Owner's property. Fenced dog pens or dog runs shall not be allowed.

Section 12. Non-Residential Use. No trailer, mobile home, basement, tent, shack, garage, barn, modular home, prefabricated home, outbuilding, or other such structure shall be used on any Lot at any time as a residence, either temporarily or permanently even though said structure may meet all minimum square footage and other requirements.

Section 13. No Temporary or Accessory Dwelling Structures. No trailer, tent, storage shed or other outbuilding shall be permitted or maintained on any Lot. No structure, mobile home or modular home shall be moved on to any Lot.

Section 14. Signs. No sign of any kind shall be displayed on any Lot except one non-illuminated sign of not more than four (4) square feet for political or advertising the property for sale or signs used by a builder to advertise the property during construction and sales period. Unless otherwise permitted by the Tennessee Freedom of Speech Act at Tennessee Code Annotated § 2-7-143 as may be amended from time to time, political signs may be placed in the yard during the period beginning sixty (60) calendar days before an election until a reasonable number of days after such election. All signs must be set back six (6) feet from back edge of sidewalk. Any sign placed on a lot which does not conform to this restriction may be removed and any lot owner hereby gives his/her/their consent for Association Board Members or one of his representatives to go on said property for the express removal of said sign. The cost of the removal of said sign will be paid by the Lot Owner and Lot Owner hereby indemnifies and holds harmless the Association, Board Members, Officers, property manager (if any) and/or its contractors, agents and representatives from any and all claims, losses, damages and suits including trespass due to the removal of said sign. No sign of any kind shall be placed in any Common Area. The Association Board has the right to place signs of appropriate size in Common Areas to advertise and notify the community of Association events.

Section 15. Lot Maintenance. No Lot shall be used or maintained as a dumping ground for rubbish by contractors or the homeowner. Trash, garbage, or other waste shall be kept in sanitary containers. All such containers for the storage of such material shall be kept in a neat,

clean and sanitary condition and stored in appropriate location at all times except on the day of trash pickup where they shall be placed at the edge of the driveway for no more than 24 hours.

Section 16. Fences.

A. Any fence which shall be permitted on Lots shall be erected only with the express written permission of the Architectural Review Committee, which is charged to ensure that said fence conform with the Community-Wide Standard. Brick and wrought iron fencing shall be permitted. Vinyl fences are not permitted. All fences shall be maintained in good repair, and owners agree to abide by reasonable requests for repair and maintenance as may be made by the Architectural Review Committee. Prior and as a prerequisite to the construction of any fence, the style, materials, height, location and appearance of all fences must be approved in writing by the Architectural Review Committee. No fence shall infringe upon any utility easement or greenway area. No fence shall be erected on any Lot past the front edge of the House.

B. On all Lots except corner Lots, no fence shall be permitted between the front building or setback line and the street. However, the use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any Lot is permitted, PROVIDED, such hedges, shrubbery, or evergreens, shall not be permitted to be in excess of forty-two (42) inches in height. On all corner Lots, no fence shall be permitted between either building or setback line and either street. In the event an owner incorporates any utility landscape or drainage easement shown on the plat within the boundaries of a fence, the inclusion of this area shall be done in such a manner so as not to interfere with any drainage or other use of said easement.

Section 17. Retaining Walls. Retaining walls for individual Lots may be erected, provided that the Architectural Review Committee approves the same in writing. No walls, other than retaining walls, may be constructed along the street on the front of any Lot. No retaining wall shall extend to a height greater than the earth being retained. Retaining walls must be of brick, stone, or other material as approved in writing by the Architectural Review Committee.

Section 18. Improvements Located upon Easements. No building shall be constructed or maintained on any lot in any reserved drainage utility or landscape easement area or closer to the street than the setback line as shown on the recorded plat.

Section 19. Antennas and Satellite Dishes. Unless otherwise required by law or Federal Communications Commission restrictions, any satellite, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic radiation, may be erected on the Lot Owner's property, but shall not exceed twenty-four (24) inches in diameter and can only be mounted to the rear of any House in such a manner that the satellite dish is not visible from the front of the dwelling. The placement of any satellite dish must receive the prior written approval of the Architectural Review Committee. Antennas cannot exceed thirty-nine (39) inches in diameter or length and may only be mounted on the rear of the House, unless an exception is requested in writing by the Owner and granted in writing by the Architectural Review Committee due to reception, cost, or maintenance reasons.

Section 20. Recreational and Playground Equipment. Recreational and playground equipment may be constructed, erected, placed or affixed on the Lot but only with written approval by the ARC prior to such construction, erection or affixation to any House or being placed upon any Lot. The style, height and location of the playground equipment must be submitted in writing to and the Owner must receive written approval from the ARC prior to and as a prerequisite to construction, erection, placement or affixation of any such playground equipment. Any trampoline approved in writing by the ARC must be anchored to the Lot upon which it is located. Basketball Goals may be free standing but shall not be attached to any House or garage and must not be located past the front corner of any House. All recreational and playground equipment must be approved in writing by the Architectural Review Committee.

Section 21. Other Exterior Accoutrement. Other exterior accoutrement or improvements including but not limited to clothes lines, gardens, gazebos, or any other addition of this category may not be visible from the front of the property, must be maintained in a neat and tidy manner as determined by the Board, and must be approved in writing by the ARC. Garden size is limited to a maximum of 12 feet by 15 feet and any materials used in construction must be included in the ARC submission. Any material changes to a previously approved garden must be resubmitted to the ARC for approval.

Section 22. Vehicles. With the exception of government owned vehicles, no vehicle shall be parked upon any street or in any yard within Martin's Bend Subdivision for more than twenty-

four (24) consecutive hours. Vehicles moved and subsequently returned to any street or yard shall be considered a continuation of the previous twenty-four (24) hour period. The Association Board may adopt a reasonable written enforcement policy for violations which shall include written notice requirements to violators and may additionally include fines, towing, booting and expense reimbursement provisions. Vehicles owned by short-term guests of Lot Owners and commercial vehicles belonging to persons providing services to Lot Owners or Builders, shall be permitted to park on streets but only during the duration of such short-term visit or completion of services to Lot Owners, and for no longer than forty-eight (48) hours or such longer time as may be permitted in writing by the Association Board. Vehicles moved and subsequently returned to any street shall be considered a continuation of the previous forty-eight (48) hour period. All fines, costs and reasonable attorney's fees charged for the enforcement of this part, shall be a charge on the land and a continuing lien against the House and Lot to which such violation is attributed. All such fines, costs and reasonable attorney's fees shall also be the joint and several personal obligation of the Owner and occupant of the House and Lot to which such violation is attributed. No tractor trucks, tractor trailers, construction equipment or commercial vehicles may be parked on any street, road and/or lot, unless approved by the Association Board in writing. This provision shall not apply to a Builder during construction upon any Lot, Vehicles used within the scope of Owners moving into or from the subdivision and it shall not apply to any government owned vehicle.

Section 23. Trailers. Trailers shall not be parked within the boundaries of any Lot, unless sheltered from view within the confines of the garage of the residential structure. The Association Board may adopt a reasonable written enforcement policy for violations which shall include written notice requirements to violators and may additionally include fines, towing, booting and expense reimbursement provisions. All fines, costs and reasonable attorney's fees charged for the enforcement of this part, shall be a charge on the land and a continuing lien against the House and Lot to which such violation is attributed. All such fines, costs and reasonable attorney's fees shall also be the joint and several personal obligation of the Owner and occupant of the House and Lot to which such violation is attributed.

Section 24. Swimming Pools. All swimming pools must be located to the rear or side of the House and enclosed within a fence. Above ground swimming pools, plastic pools and blow up pools shall not be allowed. The Architectural Review Committee must approve the style and location of the pool and the style, height and appearance of the fence. Swimming pools must be built in accordance with ordinances of the LaVergne, Tennessee Building Code.

Section 25. Decorations. Any and all holiday decorations which have been erected on the lot and or dwelling must be removed fifteen (15) calendar days after said holiday with the exception that Christmas decorations must be removed by January 15 of each year.

Section 26. Residential Use. Houses, Homes and the property shall be used only for Residential, recreational, and related purposes. Lot Owners and occupants may use their Home (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. Nothing in this Amended & Restated Declaration shall prohibit a Lot Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence; or, (d) maintaining a home office for the operation of the Lot Owner or occupant's livelihood for such businesses that do not require commercial customers or client visits within the Martin's Bend subdivision or the commercial delivery of merchandise or inventory to large degree related to such business. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions. Working from Home remotely through any virtual or electronic platform or other means shall be permitted. No such remote work shall be permitted if the delivery of supplies or inventory or visits by customers, clients or patients to the Owner's Home occurs more frequently than two (2) days within any week.

Section 27. Common Area Improvements. Nothing shall be altered, constructed in, or removed from the Common Areas nor shall landscaping be altered or disturbed in the Common Areas except upon the written consent of the Association Board.

Section 28. Rules and Regulations.

A. The Association, acting through its Board of Directors, shall have authority to make and to enforce reasonable rules and regulations and/or use restrictions, standards and restrictions

governing the use of the Property, Lots and Homes in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities, and fines and enforcement policies for violations of such rules and regulations. This authority shall include, without limitation, the power to regulate parking on roads within Martin's Bend Subdivision and the towing or booting of vehicles which are in violation of this Amended & Restated Declaration or such rules and regulations. Such rules and regulations and/or use restrictions shall be binding upon all Owners, occupants and invitees until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the Members.

B. All provisions of this Amended & Restated Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto, that govern the conduct of Owners and that provide for sanctions against Owners, shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Amended & Restated Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Amended & Restated Declaration, By-Laws, and rules and regulations adopted pursuant thereto. All fines, costs and reasonable attorney's fees charged for the enforcement of rules and regulations, shall be a charge on the land and a continuing lien against the House and Lot to which such violation is attributed. All such fines, costs and reasonable attorney's fees shall also be the joint and several personal obligation of the Owner and occupant of the House and Lot to which such violation is attributed.

Section 29. Lot Maintenance During Construction. Once construction has commenced on any Lot, it shall proceed diligently. The Lot Owner is responsible for maintaining a neat and orderly construction site and a dumpster must be located on the construction site during construction at the cost of the Owner. No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress. If these items are stored during reasonable time for the construction in progress, they must be stored in a neat and orderly

fashion. Any person or Builder undertaking any construction on any Lot and the Owner of such Lot, shall be responsible for maintaining the continuing cleanliness of, and repairing any damage to, any curbing, gutter, sidewalk, or street resulting from construction on such Lot or the transfer of equipment or materials to such Lot in support of construction. After written demand by the Association, repairs of all such damages shall be made within thirty (30) calendar days.

Section 30. Mailboxes. All mailboxes shall be metal with a single metal pole and black in color and shall display the street number assigned to the lot to which the mailbox belongs. Mailboxes shall be installed so that the mailbox is between 40 and 44 inches (from the) surface of the ground. All mailboxes and mailbox placement shall be approved by the Architectural Review Committee.

Section 31. Trees. The front and side yards of all Lots shall have a combined minimum of two (2) live trees, each tree being a minimum of three (3) inches in diameter. The side yard of any Lot shall include parts of a yard located at the rear corner of a dwelling and extending to the nearest street or adjacent dwelling.

Section 32. No Unsightly or Unsanitary Conditions. No portion of the property or any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly to the eye; nor shall any substance, thing, or material be kept upon any portion of the property or any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the property or any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the property or any Lot. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the property.

Section 33. Catch Basins and Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas and Owner is responsible for proper maintenance of these areas located on their Lots.

Section 34. Debris. Grass clippings from mown lawn shall be blown from streets and sidewalks with particular care to avoid debris collecting in water drainage systems.

Section 35. Use of the Words “The Woods at Martin’s Bend”. No Person shall use the words “The Woods at Martin’s Bend” or any derivative thereof in any printed or promotional material without the prior written consent of the HOA Board. However, Owners may use the term, “The Woods at Martin’s Bend” or a derivative thereof in printed or promotional material where such term is used solely to specify that particular property is located within the subdivision.

ARTICLE VIII LEASING PROHIBITED

No House or Lot may be occupied by anyone other than a Single-Family in accordance with Article Eight, Paragraph 2 of the Declaration, the text of which is attached to this Amended & Restated Declaration as **Exhibit “B”**.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction in this Amended & Restated Declaration shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants, conditions and restrictions of the Amended and Restated Declaration shall run and bind the land, for a term of twenty (20) years from the date of

recording, after which time they shall be automatically extended for successive periods of ten (10) years. This Amended and Restated Declaration may be amended by an instrument writing, voted upon and approved by not less than fifty-one (51%) percent of the Members eligible to vote, or by an instrument in writing, setting forth such amendment, signed by the Association President with an acknowledgment signed by the Secretary affirming no less than fifty-one (51%) percent of all Members who are eligible to vote, have signed the amendment. Any procedural challenge to an amendment must be made within six (6) months of the date of its recordation or such amendment shall be presumed to have been validly adopted.

Any amendment to the said Declaration shall be recorded at the Rutherford County Register of Deeds before it shall become effective.

Section 4. Annexation of Additional Property. Additional Property may be annexed only with the written consent of at least sixty-seven percent (67%) of the Members. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the Property. The scheme of this Amended and Restated Declaration shall not, however, be extended to include any such Additional Property unless and until the same is annexed pursuant to a Supplemental Declaration.

Section 5. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof.


Section 6. Gender. The use of the masculine gender in this Declaration and in the By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires

Section 7. Retroactive Compliance/Ex Post Facto Protection. Any Owner who was compliant with the covenants, conditions and restrictions of the Declaration, By-Laws and Rules and Regulations of the Association prior to the date of recording of this Amended & Restated Declaration, but who, merely because of the covenants, conditions and restrictions recited herein, becomes non-compliant, shall not be considered in violation of any provision of this Amended & Restated Declaration, the By-Laws or Rules and Regulations which exist as of the date of recording hereof.

**AFFIDAVIT OF SIGNATURES FOR AMENDMENT
BY
SECRETARY OF THE WOODS AT MARTIN'S BEND
HOMEOWNER'S ASSOCIATION, INC.**

The undersigned, Rita Inkum, Secretary of The Woods at Martin's Bend Homeowner's Association, Inc., certifies and affirms that in accordance with Article Ten, Part C of the Restrictive Covenants and Conditions Applying to the Subdivision Names The Woods at Martin's Bend, the signatures of not less than fifty-one percent (51%) of the Lot Owners are attached to this Amended and Restated Declaration and as such, this Amended and Restated Declaration shall be adopted.

THE WOODS AT MARTIN'S BEND
HOMEOWNER'S ASSOCIATION, INC.

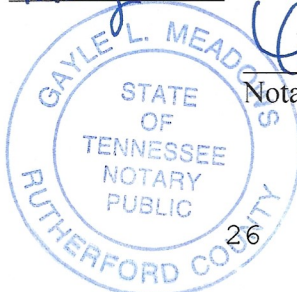


By: Rita Inkum
Its: Secretary

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Cary Kelley with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged herself/himself to be the Secretary of The Woods at Martin's Bend Homeowner's Association, Inc., and that she/he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by herself/himself as such Secretary.

Witness my hand and official seal at Trust Bank, Rutherford County, Tennessee, this 4th day of May, 2024.



Gayle L. Meadows
Notary Public

My Commission Expires:
Feb 21, 2027

IN WITNESS WHEREOF, the undersigned, being the President of The Woods at Martin's Bend Homeowner's Association, Inc., has hereto set its hand, by its duly authorized officer, this 4th day of May, 2024.

THE WOODS AT MARTIN'S BEND
HOMEOWNER'S ASSOCIATION, INC.



By: Carla Farris
Its: President


STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Carla Farris, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the President of The Woods at Martin's Bend Homeowner's Association, Inc., the within named bargainer, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association by himself as such President.

Witness my hand and official seal at office at Twist Bank, Rutherford County, Tennessee, on this the 4th day of May, 2024.

My Commission Expires:
FEB 21 2027




Notary Public

IN WITNESS WHEREOF, in accordance with Article Ten, Part C of the Declaration, I the undersigned, representing one (1) of the required fifty-one percent (51%) of the Lot Owners in The Woods at Martin's Bend Homeowner's Association, Inc have executed this instrument as of this the 4th of May, 2024.

Carla Farris

, Owner (Signed)

Carla Farris

, Owner (Printed)

2001 Martins Bend Dr., La Vergne TN 37086

Address

EXHIBIT "A"

Final Plat of The Woods at Martin's Bend
Plat Book 31, Page 44

EXHIBIT “B”

ARTICLE EIGHT

USE RESTRICTION

2. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family. Single family is defined as lot owners, their spouses, children, grandchildren, parents and grandparents. Occupation of a house by extended family Members shall be deemed a violation of this provision. No group or congregate living shall be allowed in single family residences.

EXHIBIT “C”

BY-LAWS

OF

**THE WOODS AT MARTIN’S BEND
HOMEOWNER’S ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION. The name of the corporation is The Woods at Martin’s Bend Homeowner’s Association, Inc., hereinafter referred to as “Martin’s Bend” or “Association”. The principal address of the corporation shall be the same principal address of record with the Tennessee Secretary of State, but meetings of members and directors may be held at such places, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. “Amended and Restated Declaration” shall mean and refer to the Amended and Restated Restrictive Covenants Applying to the Subdivision Named The Woods at Martin’s Bend attached hereto and recorded herewith, applicable to the properties as same may be supplemented and amended by instruments recorded in the Office of Register of Deeds for Rutherford County, Tennessee.

Section 2. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration; and,

Section 3. “Member” shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of the recording of the Amended and Restated Declaration, and

each subsequent regular annual meeting of the Members shall be held within thirty (30) business days of the same day of the same month of each year thereafter. At the discretion of the Board and subject to the same notice, quorum, proxy, voting and all other requirements within these By-Laws and Tennessee Law, annual meetings of the Association may be conducted by virtual means to include but not limited to Zoom Video Communications, Go to Meeting, RingCentral or any other virtual or electronic platform as long as the identity of each Member may be authenticated and the vote of each Member at such meeting can be verified as being cast by such Member.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors or upon written request of no less than fifty-one (51%) percent of the Members. At the discretion of the Board and subject to the same notice, quorum, proxy, voting and all other requirements within these By-Laws and Tennessee Law, annual meetings of the Association may be conducted by virtual means to include but not limited to Zoom Video Communications, Go to Meeting, RingCentral or any other virtual or electronic platform as long as the identity of each Member may be authenticated and the vote of each Member at such meeting can be verified as being cast by such Member.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) calendar days before such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. It shall be the responsibility of each Member to provide an accurate mailing address to the Association. Electronic mail ("email") delivery of such notice shall be an acceptable means of sending notice of any such meeting if the Board or the Association's property manager can reasonably rely upon the email address provided to it by each Owner to whom such notice is being emailed, and the email transmission is not returned to the Board or Association property manager as undeliverable.

Section 4. Quorum. Is such a number as must be present in order that business can be legally transacted. The quorum refers to the number present in person or by proxy, not to the number voting. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast thirty (30%) percent of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented, and the quorum shall be reduced to one-half (1/2) of the required quorum in the previous meeting. This procedure may be repeated with the required quorum reduced by half at each subsequent meeting until a quorum is achieved. In no event shall the required quorum be less than ten percent (10%) of the total votes eligible to be cast. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 5. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of more than fifty per cent (50%) of the percentage values of those votes entitled to be cast of Members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration, the Charter of the corporation or these Bylaws, a different vote is required, in which case such express provision shall control. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the call of order of any meeting for which such proxy will be used. Proxies may be transmitted by electronic mail ("email") to the Secretary or the Association Manager provided that any such proxy transmitted by email shall either set forth or be submitted with information from which it can be determined that the email was authorized by such Member. A copy, email or other reliable reproduction of the proxy may be used in lieu of the original proxy, provided that the copy, email or other reliable reproduction shall be a complete reproduction of the entire proxy. Every proxy shall be

valid for no more than eleven (11) months from the date of the appointment unless otherwise indicated upon such proxy; all proxies shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Only Members of the Association may be appointed to serve as the proxy for another Member.

Section 7. Ballots. Any action that may be taken at any annual, regular or special meeting of the Members may be taken without a meeting by written ballot. All ballots and ballot voting shall be conducted in accordance with requirements of Tennessee Code Annotated §48-57-108 as the same may be amended from time to time.

Section 8. Eligibility to Vote. No Owner who is delinquent in the payment of Assessments, interest or late fees as described in the Amended & Restated Declaration, or who is in violation of any other restriction, covenant or condition within the Amended & Restated Declaration, By-Laws, Rules and Regulations, fine policy or any amendment thereto, which has continued for ninety (90) calendar days or longer, shall be eligible to vote upon any business of the Association unless written proof that such violation has been resolved, or that reasonable attempts at resolution have been taken by such Owner, has been received by the Association no less than thirty (30) business days prior to any annual meeting, special meeting or continuance thereof.

Any such violation which is resolved but reoccurs within thirty (30) calendar days of such resolution, shall be considered a continuation of such violation and not a new violation for the purposes of calculating any Owner's eligibility to vote. Any vote having been cast prior to such reoccurring violation may, in the Board's discretion, be excluded from the overall vote count required on any matter for which such vote was cast.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who shall be Members of the Association. No person and his or her spouse may serve on the Board at the same time.

Section 2. Term of Office. Members of the Board of Directors shall be elected at each annual meeting and shall serve for a term of one (1) year. If a successor Director cannot be elected by the Members at any annual meeting due to a lack of the required quorum to carry out Association business; the lack of any successor Board member nominations from the floor or nominating committee at such annual meeting; or otherwise, the Director's term of service shall extend until his successor is elected at the annual meeting or duly called special meeting of the members called for such purpose, and thereafter until his successor is qualified and assumes office, or until he is removed in the manner elsewhere provided.

Section 3. Qualification. Any Director who has three (3) consecutive unexcused absences from regular Board meetings (as opposed to special Board meetings called for particular purposes); who is delinquent in the payment of any assessment or other charge due the Association; or who is otherwise in violation of the Amended and Restated Declaration or rules and regulations, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the removed Director's term. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor.

No Member who is delinquent in the payment of any assessment or who is in any other way, non-compliant with any covenant, condition or restriction within the Amended and Restated Declaration, these By-Laws, Association Rules and Regulations or other duly adopted policy, shall be eligible to run for or serve as a member of the Board of Directors until such non-compliance is resolved.

Section 4. Removal by Members. Any director may be removed from the Board, with cause, by a majority vote of the Members of the Association.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the

written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee which may but shall not be required to be a standing committee. If the Board creates a Nominating Committee, those nominees who accept such nomination shall email their response to the secretary's email giving notice of their acceptance of such nomination, or nominations may also be made from the floor at the annual meeting or by such other method of nomination as may be adopted by the Board from time to time. If commissioned by the Board, the Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association who are not related by blood or marriage to any member of the Board of Directors. If created, the Nominating Committee shall be appointed by the Board of Directors and may be activated prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said

meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

Section 4. Electronic Meetings and Voting. At the discretion of the Board and subject to the same notice, quorum, proxy, voting and all other requirements within these By-Laws and Tennessee Law, meetings of the Board and voting upon Association business at such meetings, may be conducted by electronic mail ("email") or any virtual platform to include but not limited to Zoom Video Communications, Go to Meeting, RingCentral or any other virtual or electronic platform as long as the quorum at such meetings can be established and documented, the identity of each Board member may be authenticated and the vote of each Board member at such meeting can be verified as being cast by such Board member.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Lots, common area and facilities, and the personal conduct of the members, Owners, occupants and guests thereon, and to establish penalties and enforcement provisions for the infraction thereof;
- (b) Suspend the voting right and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association and/or in violation of any restriction within the Amended and Restated Declaration or rules and regulations. Such rights may also be suspended and reasonable financial assessments levied for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and,

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by fifty-one (51%) percent of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Amended and Restated Declaration, to:

1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
2. Send written notices of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) Procure and maintain adequate casualty and liability insurance on property owned by the Association;
- (f) Cause all officers or employees having fiscal responsibilities to be insured;
- (g) Cause the common area and amenities to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

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

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

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

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

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

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; shall have the ability to view transactions and balances of HOA financial accounts.

Vice President

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

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, shall send out email notice to members requesting nomination for election to the Board of Directors and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks, authorize electronic payments for third-party services to the Association, co-sign promissory notes of the Association; shall have permissions set within the HOA financial accounts allowing one or more directors with the ability to view transactions and balances of HOA financial accounts; shall keep proper books of account; cause an annual audit of the Association books to be made by two (2) members of the Board at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX
COMMITTEES**

The Association shall appoint an Architectural Review Committee, as provided in the Amended and Restated Declaration and may, but shall not be required, to appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. No person who is related by blood or marriage to any Director or Officer may serve on the Architectural Review Committee or Nominating Committee at the same time that such Director or Officer is serving in such capacity.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Amended and Restated Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost or an electronic copy transmitted to an email address provided by the requesting Member at no cost.

**ARTICLE XI
CORPORATE SEAL**

The Association shall not have a seal.

**ARTICLE XII
AMENDMENTS**

Section 1. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of members present in person or by proxy. Any proposed amendment to these By-Laws shall require written notice of the proposed amendment to be delivered to Members of the Association in writing at least fifteen (15) calendar days prior to any meeting at which the subject amendment will be considered.

Section 2. These By-Laws shall run with and bind the land, for a term of twenty (20)

years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. Any amendment to these By-Laws shall be recorded at the Rutherford County Register of Deeds before it shall become effective.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. If there shall be any ambiguity between these By-Laws and the Amended and Restated Declaration, the provisions of the Amended and Restated Declaration shall control.

**Martins Bend HOA
Schedule of Fees 2024**

Description	Amount
Annual Assessment Dues	\$ 300
Working Capital Fund	\$ 250
Any assessment paid more than fifteen (15) calendar days after the due date shall be subject to and include a "late charge" in an amount determined by the Board.	\$ 25
Any assessment not paid within thirty (30) calendar days after the due date shall bear interest at <u>eighteen (18%)</u> percent per annum until paid in full.	TBD
Special Asssment (when necessary)	TBD
All other Fines and Penalties to be determined by the Board (not to exceed \$150)	TBD