

This instrument prepared by Highland View Board of Directors  
c/o Westwood Management, LLC,  
265 Seaboard Lane, C101,  
Franklin, TN 37067  
Attention: Hoil Crowe

VOL 0788 PACE 519

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HIGHLAND VIEW ORIGINALLY RECORDED IN VOL 0788 PAGE 519 REGISTERS OFFICE FOR  
WILLIAMSON COUNTY TENNESSEE

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
(hereinafter sometimes referred to as the "Declaration") is made and published as of this 1st day of February, 2015,  
by and between Highland View Home Owners Association (hereinafter sometimes referred to as "HV HOA") and  
any and all persons, firms or corporations heretofore or previously acquired any of the within described property:

**WITNESSETH:**

WHEREAS, HV HOA is the organization representing owners of land with homes in the County of  
Williamson, State of Tennessee, known as Highland View, which is shown upon a plat of record in Plat Book 12,  
page 71, Register's Office for said County (hereinafter referred to as the "Plat" ); and

WHEREAS, it is in the best interest of HV HOA, as well as to the benefit, interest and advantage of each  
and every person hereafter acquiring any of the land within described property that certain covenants, conditions  
and easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same  
be established, fixed and set forth and declared to be covenants running with the land; and

WHEREAS, HV HOA desires to provide for the preservation of the values and the desirability and  
attractiveness of the real property in the Highland View community; and for the continued maintenance and  
operation of established and future recreational and common areas;

NOW, THEREFORE, in consideration of the premises, the HV HOA agrees with any and all persons,  
hereafter acquiring any of the property hereinafter described, that the same shall be and is hereby subject to the  
following restrictions, covenants, conditions, easements, assessments and liens (all hereafter collectively referred  
to as "Restrictions") relating to the use and occupancy thereof, said Restrictions to be construed as covenants  
running with the land which shall be binding on all parties having or acquiring any right, title or interest in the  
described properties or any part thereof, and which shall inure to the benefit of each Owner thereof. Every person  
or other party hereafter acquiring any of the within described properties made subject to this Declaration, , by  
acceptance of a deed to any interest in or to said property, shall take such property interest subject to this  
Declaration and to the terms and conditions hereof and shall be deemed to have assented to same.

**BK: 6832 PG: 132-147**

**16033671**

16 PGS:AL-RESTRICTIONS	
447262	
<b>08/10/2016 - 02:13 PM</b>	
BATCH	447262
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	80.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	82.00

STATE OF TENNESSEE, WILLIAMSON COUNTY  
**SADIE WADE**  
REGISTER OF DEEDS

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**ARTICLE I**

**DEFINITIONS** - The following words when used in this or any other supplemental declaration hereto (unless the context shall prohibit) shall have the following meanings:

- 1.01. "Association" shall mean and refer to the Highland View Homeowners Association (HV HOA), a Tennessee not-for-profit corporation, its successors and assigns.
- 1.02. "Bylaws" shall mean and refer to the Bylaws of the Highland View Homeowners Association attached hereto as Exhibit "B".
- 1.03. "Common Area(s)" shall mean and refer to any and all real property owned by the Association, or such other property to which the Association may hold legal title whether in fee or for a term of years, for the non-exclusive use, benefit and enjoyment of the members of the Association subject to the provisions of the Declaration, such Common Areas to include, without limitation, the entrance way and any signage constructed thereon and any areas designated as common ground or common space on the Plat.
- 1.04. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions applicable to the properties and which shall be recorded in the Office of the Register of Deeds for Williamson County, Tennessee, and any amendments hereto.
- 1.05. "Member" shall mean and refer to any person or persons who shall be an owner and, as such, shall be a member of the Association.
- 1.06. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Site which is a part of Highland View excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.
- 1.07. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.
- 1.08. "Plat" shall mean and refer to the final plat for Highland View (as completed) of record in Plat Book 12, page 71, ROWC, together with any supplemental plats recorded hereafter in connection with the completion of additional phases in accordance with the further provisions hereof.
- 1.09. "Property" means that certain real property comprising the area of Highland View as described on Exhibit A attached hereto and made a part hereof by this reference.
- 1.10. "Site" or "Lot" shall either mean and refer to any plot of land to be used for single-family residential purposes and so designated on the subdivision plat or survey of Highland View, which shall be of public record.
- 1.11. "Highland View" shall mean and refer to that certain Planned Resource Conservation Development known as Highland View which as was developed on real property in Brentwood, Williamson County, Tennessee, as shown on the Plat referred to hereinabove.
- 1.12. "Umbrella Association" shall mean and refer to the Murray Lane Properties Common Facilities Association, Inc., a non-profit corporation organized to administer certain recreational facilities within Highland View. All Members, of the Highland View Homeowners Association, shall automatically be members of the Umbrella Association.

**ARTICLE II PROPERTIES SUBJECT TO THIS DECLARATION**

2.01. Property. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Williamson County, Tennessee, and is more particularly described and shown on Exhibit "A" attached hereto and made a part hereof by this reference. Highland View consists initially of eighty-one (81) Sites as shown on Plat.

**ARTICLE III HIGHLAND VIEW HOME OWNERS ASSOCIATION**

3.01. **PURPOSES.** The purposes for which the corporation is organized are:

(a) To operate, manage, maintain and administer the affairs of the Highland View open space residential development in Williamson County, Tennessee.

(b) To enter into and perform any contract and to exercise all powers which maintain and may be necessary or convenient to the operation, management, administration of the affairs of Highland View as set forth herein.

3.02. **REGISTERED OFFICE.** The registered office of the corporation shall be c/o Westwood Management Company, 256 Seaboard Lane, # C101 Franklin, Tennessee 37067, and the name of the registered agent of the corporation is Hoil Crowe.

(a) **Other Offices.** The corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

3.03. **MEMBERSHIP.** Each Owner shall be a Member of the corporation and no other person or entity shall automatically be entitled to membership and membership privileges. No Member shall be required to pay any consideration whatsoever solely for membership in the corporation.

3.04 **MEETINGS OF MEMBERS**

(a) **Place of Meetings.** Meetings of the Members of the corporation may be held at a place to be determined by the Board of Directors within Davidson or Williamson County, Tennessee.

(b) **Annual Meeting.** Unless otherwise specified in a written notice from the Board of Directors, an annual meeting of the Members of the corporation shall be held each year on the last Thursday of the first month following the close of the fiscal year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 7:00 p.m. at which time the Members shall elect a Board of Directors, and shall transact such other business as may properly be brought before the meeting. Provided, however, the annual meeting must be held no later than forty-five (45) days from the original scheduled date.

(c) **Special Meeting.** Special meetings of the Members, for any purpose or purposes, may be called by the president, the Board of Directors, or by Members having not less than five (5%) percent of the total percentage values of those votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice of such meeting.

(d) **Notice.** Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member of the corporation entitled to vote at such meeting.

(e) **Quorum.** The presence in person or by proxy of more than twenty-five percent (25%) of the total of all votes entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented any business may be transacted at which might have been transacted at the meeting as originally notified.

(f) **Majority Vote; Withdrawal of Quorum.** When a quorum is present at any meeting, the vote of the holders of more than fifty percent (50%) 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 govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

(g) Method of Voting. Each Member shall be entitled to vote for each Lot owned by such Member. No Member shall be entitled to vote at any meeting of the corporation until such Member has presented evidence of ownership of a Lot in Highland View to the Board of Directors. The vote of each Member may only be cast by such Member or by a proxy given by such Member to a duly authorized representative bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Lot shall be in the name of two or more persons as Owners, all of such persons shall be Members of the corporation and are referred to herein as "Joint Owners". Anyone of such Joint Owners may vote at any meeting of the Members of the corporation and such vote shall be binding upon such other Joint Owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Owners (in person or by proxy) shall be required to cast their vote as Members. If two or more of such Joint Owners are present at any meeting, their unanimous action shall also be present at any meeting, their unanimous action shall also be required to cast their vote as Members of the corporation.

(h) Cumulative Voting Denied. Cumulative voting for Directors shall not be permitted.

3.05. MANAGEMENT. The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Declaration, the Charter, or these Bylaws, directed or required to be exercised or done by the Members.

3.06. NUMBER; QUALIFICATIONS; ELECTION; TERM. The Board of Directors shall consist of five (5) Directors, each of whom shall be a Member of the Association. Three (3) of the five (5) Directors shall serve three (3) year terms; two (2) of the five (5) Directors shall serve one (1) year terms. Each Director elected to replace an original Director serving a three (3) year term shall serve for a term of office ending with the third Annual meeting of Members following his election or until a successor shall be elected and shall qualify. Each Director elected to replace an original Director serving a one (1) year term shall serve for a term of office ending with the first Annual meeting of Members following his election or until a successor shall be elected and shall qualify. Directors shall serve without compensation.

3.07. REMOVAL; CHANGE IN NUMBER; VACANCIES. Any Director may be removed either for or without cause, at any special meeting of the Members of the corporation by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs *in* the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, a successor or successors may be so chosen at a special meeting of Members called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of the predecessor *in* office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

3.08. PLACE OF MEETINGS. The Directors of the corporation shall hold their meetings, both regular and special, within Davidson County or Williamson County, Tennessee.

3.09. ANNUAL MEETINGS. The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members of the corporation, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

3.10. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

3.11. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the president on a three (3) day notice to each Director, either personally or by mail or by email; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Charter or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

3.12. QUORUM. At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors, when present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

3.13. **COMMITTEES HAVING BOARD AUTHORITY.** The Board of Directors may, by resolution approved by vote or written consent by a majority of the whole Board, designate one (1) or more committees to consist of two (2) or more of the Directors of the corporation. Any such committee, to the extent provided in said resolution, shall and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, except where action of the full Board of Directors is required by statute or the Charter.

3.14. **OTHER COMMITTEES.** Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present, or by the president thereunto authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

3.15. **PROCEDURE.** All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

3.16. **MANAGING AGENTS.** The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to the Highland View Planned Resources Conservation Development as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of the Highland View open space residential development which are not by statute, the Declaration, the Charter or these Bylaws, required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

### 3.17. NOTICES

(a) **Method.** Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mails as aforesaid.

(b) **Waiver.** Whenever any notice is required to be given to any Member or Director of the corporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

### 3.18. OFFICERS

(a) **Number; Titles.** The officers of the corporation shall be a president, a secretary and a treasurer. As noted in Section 3.18 (b) the officers are those Directors elected to three (3) years terms. There are also two (2) Directors elected to one (1) year terms each year.

(b) **Election.** Directors elected to a three (3) year term will serve their first year as the Secretary of the Board, their second as the Treasurer and the third year of their three (3) year term as the President of the Board of Directors. This sequential rotation replaces the need for annual election to specific board offices and ensures some continuity.

Directors elected to one (1) year terms will serve as: a.) Liaison to operating committees or b.) Special Project Lead for the year.

(c) **President.** The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe. The president shall also serve as the Association's representative on the Board of the Umbrella Association.

(d) **Secretary.** The secretary shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be.

(e) Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

3.19. OTHER OFFICERS. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

3.20. COMPENSATION. Officers shall serve without compensation.

3.21. TERM OF OFFICE; Removal. Each officer of the corporation shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until a successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

### 3.22. MISCELLANEOUS PROVISIONS

(a) Reserves. There may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of Highland View, or for such other purposes as the Directors shall think beneficial to the corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

(b) Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such person or persons as the Board of Directors may from time to time designate.

(c) Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

(d) Indemnifications. The corporation shall indemnify any Director, officer, or employee, or former Director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him, and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer, or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation may also reimburse to any Directors, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under bylaw, agreement, vote of Members or otherwise.

(e) Inconsistencies. In the event these Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

3.23. AMENDMENT TO THE BYLAWS. These bylaws may not be altered, amended or repealed except by the affirmative vote of more than fifty (50) percent of the total of all votes entitled to be cast by Members qualified to vote. Notwithstanding the foregoing, any and all amendments to these Bylaws shall be subject to the veto of the Veteran's Administration, the Federal Housing Administration, or the Federal Home Loan Mortgage Corporation to the extent necessary to insure compliance with such programs.



3.24. TABLE OF CONTENTS; HEADINGS. The table of contents and headings used in these bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

3.25. MEMBERSHIP FEES. Each Owner shall be a Member of the corporation and no other person or entity shall automatically be entitled to membership and membership privileges. No Member shall be required to pay any consideration whatsoever solely for membership in the corporation.

However, the Board of Directors shall fix the amount of the annual assessment against each Site and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessments shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner. The due dates for the payment of annual and special assessments shall be established by the Board of Directors.

#### ARTICLE IV COMMON AREA PROPERTY RIGHTS

4.01. Common Area. The improved Common Area within Highland View to be owned by the Association shall be the entrance way together with such signage including any ornamentation or aesthetic improvements thereon, not maintained by a public authority or landscaping appurtenant thereto. The landscaped areas of the roadway or other Common Areas on Highland Road and each cul-de-sac. The Association shall own and control certain other unimproved property designated as Common Areas on the Plat and such other improvements as the Association may hereafter construct. Additionally, Owners shall be entitled to certain use rights of facilities owned by the Umbrella Association is located within the boundaries of Highland View but which property will be owned by the Umbrella Association. These common recreational facilities operated by the Umbrella Association shall be made available to the Owners at Highland View and the costs of the operation thereof shall be assessed against the Highland View Owners ratably with other members of the Umbrella Association as more fully set forth in Section 4.2 below.

#### 4.02. UMBRELLA ASSOCIATION.

(a) Purpose. It is in the best interests of the Highland View Owners to have certain recreation facilities to be owned and operated for the benefit of the Highland View Owners, as well as the owners of lots within Waterford Home Owners Association on other real property located in the immediate vicinity of Highland View. The Recreational facilities make up the Murray Lane Properties Common Facilities Association, a Tennessee non-profit corporation. The Owners of Highland View shall automatically become members of the Umbrella Association without further action or consent of any person, board or entity.

(b) Extent of Facilities. The Recreational facilities are limited to Swimming pool, Decking around the pool, Walls and fences protecting the pool (both inside and outside of both), Pool Pavilion, Rest rooms, Pool equipment in and under the Pavilion, walk ways up to the pavilion, interior and exterior light for pool, pavilion, and parking lot, and the pool parking lot.

(d) Costs. The costs of operations shall be borne equally by all site owners in two developments entitled to such use. The Board of Directors of the Umbrella Association as hereinafter designated shall be responsible for the establishment of an annual budget and each Association Member shall be responsible for the payment of its share of such budgeted amount quarterly in advance, which each Member's share shall be determined by dividing the number of participating sites in the Umbrella Association into the total annual budget of the Umbrella Association (hereinafter referred to as the "Annual Umbrella Association Member Fee").

(e) Umbrella Association Board of Directors. Each Constituent Association shall be entitled to one representative who will serve on the Umbrella Association Board of Directors. The president or the equivalent officer of each Constituent Association shall be deemed to be the representative. Unless otherwise specified in the Charter and Bylaws of the Umbrella Association the votes of each member of the Board of Directors of the Umbrella Association shall be the equivalent of this Umbrella Association Percentage Interest allocated to each Constituent Association.

(f) Any Umbrella Association Member who is delinquent in the payment of any charges duly levied by the Association against a Site owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid. The Umbrella Association may proceed directly against any such defaulting Owner and shall be entitled to all the remedies available to the Highland View Homeowners Association created pursuant to this Declaration, including, but not limited to, the right to place a lien on such Site, to deny access to the recreational facilities, to bring suit for such amount and to recover any and all costs of collection thereof, including attorney's fees.

4.03. COMMON AREAS. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, and to the recreational facilities operated by the Umbrella Association, subject to the provisions of this Declaration and the Bylaws of the Association, including, but not limited to, the following:

- (a) Limitation of Access. The right of the Association to limit the use of the Common Area to Owners, their families, and guests;
- (b) Suspension of Voting Rights. The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Site remains unpaid, or for any infraction of the Association's published rules and regulations.
- (c) Umbrella Association. The right of the Umbrella Association to establish rules and regulations governing access to its facilities and the provision of its Charter and Bylaws.

#### ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

5.01. QUARTERLY OR ANNUAL ASSESSMENT FOR MAINTENANCE FUND. For each Site owned within the Properties, every Owner covenants, and each subsequent Owner of any such Site, by acceptance of a deed therefor, whether or not, it is so expressed in such deed, is deemed to covenant and agree to pay to the Association quarterly or annual assessments or charges for the creation and continuation of a maintenance or operating fund in the amount hereinafter set forth, which may be levied by the Board of Directors of the Association.

5.02. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes shall include maintenance, landscaping and beautification of the Common Area. Funds may also be used to provide the repair, replacement and additions to the Common Areas; the payment of taxes assessed against the Common Area; the employment of attorneys, accountants and other personnel whom the Directors may determine to be useful. In addition, the Association shall be responsible for the collections of funds necessary for the operation of recreational facilities by the Umbrella Associates, and the Association shall assess the membership all costs so incurred.

5.03. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. In order to secure payment at and after due date, as each assessment becomes due there shall arise a continuing lien and charge against each Site, the amount of which shall include costs and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with such interest, costs and reasonable attorneys' 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, such personal obligation shall automatically pass to successors in title even if they are not expressly assumed by them, provided that such deemed assumption shall not relieve such Owner of the obligation if the same is not paid when due by the successor assuming it. This Section 5.3 shall not apply to a mortgagee acquiring title pursuant to the foreclosure of a Deed of Trust encumbering such Site as set forth in Section 5.7 hereof. Provided, however, any mortgagee so acquiring title shall be responsible for all charges accrued after the date of such foreclosure.

5.04. EXEMPT PROPERTY. The assessments, charges and liens created under this Article V shall not apply to the Common Area. Any Site hereafter designate for common use as part of the Common Area or otherwise shall be exempt from the assessments and charges created herein. Any Property owned by the Umbrella Association shall similarly be exempt from the charges and assessments created herein and shall not be entitled to any interest in the Association appurtenant to such Property. In addition, all property dedicated to and accepted by a local public authority, all land granted to or used by a utility company shall be exempt from such assessments.

5.05. SPECIAL ASSESSMENTS. In addition to the quarterly or annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that such assessment shall have affirmative votes of not less than a two-thirds (2/3) majority of a meeting of the Members, held after not less than five (5) days' notice in writing. Notwithstanding the procedures set forth in the preceding sentence, in the event that a special assessment is necessary to fund a shortfall between cash receipts and expenditures for items otherwise contained in the budget for the then current year, the Board of Directors of the Association shall be entitled to establish a special assessment for the purpose of funding that shortfall and to give notice to all of the members in writing of the amount of such assessment. The notice of such special assessment shall include a written response form, indicating ratification or rejection of the proposed special assessment. Unless more than one-third (1/3) of the members reject the special assessment so proposed, by responding on the written response form provided by the Association, within fifteen (15) days of the date of such notice, the special assessment will be deemed to have been approved and the Association may proceed, with billing the Members for said amount and shall be entitled to all further rights with respect to the collection thereof as are contained in the further provisions hereof.

5.06. DATE OF QUARTERLY ASSESSMENT: Due Dates: Certificate of Payment. Quarterly assessments provided for herein, shall commence as to all Sites on the first day of each calendar quarter (January 1, April 1, July 1, October 1). At least thirty (30) days before January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Site and in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessments shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner. The due dates for the payment of annual and special assessments 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 Site have been paid to date. Any assessment not paid within the due date shall bear interest at the maximum legal contract rate and to the extent allowed by law. The Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Site to which the assessment relates, and interest, costs and reasonable attorneys' fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. Furthermore the Association shall be entitled to accelerate the balance of the Assessments for the then current budgetary year upon ten (10) days notice to such defaulting owner and should such Owner not pay any such delinquent amounts within the notice period, then such accelerated balance shall be deemed to be similarly delinquent. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

5.07. EFFECT OF NON-PAYMENT OF ASSESSMENT: Remedies of the Association. The liens provided for herein shall be subordinate to the lien of any first deed of trust (sometimes hereinafter called "mortgage") of any Site. Sale or transfer of any Site shall not affect any assessment lien. The sale or transfer of any Site which is subject to any mortgage, pursuant to a foreclosure thereof, or under a power of sale or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but the Association shall have lien upon the proceeds from foreclosure or sale junior only to the said foreclosed first mortgage but senior to the equity of redemption of the mortgagor or trustor. No sale or transfer shall relieve such Site from liability for any assessment thereafter becoming due or from the lien thereof.

#### ARTICLE VI ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

6.01. Role of Home Owners Association. Anything in this Declaration to the contrary notwithstanding, the Home Owners Association shall have the right to enforce the restrictions set forth in this Article. The Board of Directors of the Association is responsible for the enforcement hereof.

6.02. SUBSTANTIVE RESTRICTIONS. The following architectural, maintenance and use restrictions shall apply to each and every Lot now or hereafter subjected to this Declaration.

(a) Approval of Plans and Architectural Committee. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path or other improvement of any nature shall be constructed without obtaining the prior written approval of the Architectural Committee as to the location of the same and as to its plans and specifications. For this purpose, the Architectural Committee which shall have full authority to review and act upon requests for approval of plans. As a prerequisite to consideration for such approval, and prior to the beginning of the contemplated work, one (1) complete set of building plans must be submitted to the Architectural Committee for review prior to approval. The Architectural Committee shall be the sole arbiter of the same and may withhold approval for any reason, including purely aesthetic considerations. Upon approval being given, construction shall commence within ninety (90) days, and shall be prosecuted to completion promptly and in strict compliance with the approved plans, otherwise the approval shall be void. The failure of the Architectural Committee to act upon any set of plans within thirty (30) days from the date of the submission of the same shall constitute the approval of such plans. A reasonable fee, not exceeding One Hundred Dollars (\$100.00), may be charged by the Architectural Committee to defray its costs incurred in considering and acting upon any proposed plans and requiring changes to secure approval. All plans of proposed residences to be constructed in Highland View must be of an architectural style approved by Architectural Committee in accordance with subsection (b) hereof, and the Architectural Committee may refuse approval of any plans which in its sole judgment, are inconsistent with the overall purpose and aesthetic values of Highland View or the architectural standard described in subsection (b) hereof.

(b) Improvement. Setback and Use Restrictions.

1. Styles. All structures must be of architectural styles acceptable to the Architectural Committee in Architectural Committee's sole discretion and built to comply with the approved Site plan and plans and specifications therefor. Before any house may be occupied it must be completely finished. The owner of any residence must complete landscaping prior to assuming occupancy unless otherwise approved in writing by the Architectural Committee.

2. Walls. Without prior approval of the Architectural Committee, no walls, other than retaining walls may be constructed along the front Lot line Or perimeter boundary of any Site; no retaining wall shall extend to a height greater than three (3) feet above the earth being retained, unless approved by Architectural Committee; no boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than eight (8) feet from ground level (except) with the consent of all adjoining Site Owners. All boundary and retaining walls or fences must be material acceptable to the Architectural Committee and all such structures must be aesthetically consistent with the Highland View development.
  3. Pools. Swimming pools must be located to the rear of the main dwelling and shall be no nearer than five (5) feet to any Site line. No pools shall be permitted which exceed a height of one foot above ground level.
  4. Mailboxes. Post and mail box construction. Architectural Committee reserves the right to establish a uniform mail location system, including the designation of materials for the Mail Box and Post.
  5. Firewood. All Site owners shall be entitled to keep no more than two (2) cords of neatly stacked firewood on each Site at any time.
  6. Building Material. No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any Site except for the purpose of construction on such Site then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.
  7. Antennas. Any outdoor antenna or satellite dish is to be placed and or screened as to not be seen by neighbors or from the street.
  8. Excavation. No Owner shall excavate or extract earth from any common ground subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of surrounding Sites except to the extent that fill may be required on certain Site(s) as determined by the Grounds Committee. All fill shall be subject to the approval of the Grounds Committee, as to the nature of the fill employed and as to the manner and methods of installation.
  9. Clotheslines, not be permitted. Outside clothesline and clothes hanging devices are not allowed
  10. Garage Sales. Sales of personal property on the premises by "garage sales," "patio sales" and similar sales to the general public are prohibited, unless approved by the Board of Directors.
  11. Construction Damage. Any builder or Owner who makes a curb cut or damages any public areas or Common Areas in any way shall be responsible for repairing the same at his sole expense.
  12. Trees. No trees in excess of 4" in diameter may be removed from any Site without the prior written approval of the Architectural Committee.
  13. Drainage. Unless waived by the Grounds Committee all homes must comply with a uniform system of drainage design as may be required or suggested by governmental agencies or engineer.
- 6.03. MAINTENANCE.
- (a) Owner Obligations. All Sites, together with the exterior of all improvements located thereon shall be maintained in a neat and attractive condition by their respective Owners.
  - (b) Common Area. The Association shall contract with a landscape service to provide maintenance services for the Common Area. The cost of such maintenance shall be treated as an expense provided for in the annual Highland View HOA Budget.
  - (c) Failure to Maintain. In the event any Owner shall fail to complete his residence according to the approved plans Or to maintain the improvements situated upon his or her Lot in a manner satisfactory to the Association, including any landscaping, the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, and after ten (10) days notice in writing to the Site Owner, and his continued failure to commence the correction of the matter in issue, enter upon said Site and complete, repair, or maintain such improvements or landscaping and the costs attributable thereto shall be added to and become a part of the assessment to which

such Site is subject and the Owner shall be personally liable for the cost so incurred. Provided, however, only three (3) days notice shall be required for nonperformance of routine landscape maintenance.

6.04. RESIDENTIAL USE. Each Site shall be used only for private, single family, owner occupied, residential purposes and not otherwise. Provided, however, the foregoing shall not be deemed to prohibit occupancy by a contract purchaser pending review of any loan applications and other matters pertaining to closing. Provided further that any prohibitions against rental occupancy shall be inapplicable if necessary to comply with the requirements of governmental coinsured secondary financing programs and the Association may promulgate rules and regulations consistent therewith.

6.05. PARKING OF AUTOMOBILES. A minimum of two (2) off-street parking 'spaces for each residence must be provided by each Site Owner.

6.06. HOBBIES AND ACTIVITIES. The pursuit of hobbies or other inherently dangerous activities, including without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, Or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Site or upon the Common Areas without the consent of the Association.

6.07. ANIMALS AND PETS. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Site, except household pets which shall be kept thereon in reasonable numbers as pets for the sole pleasure of the occupants, but not for any commercial purpose or use.

6.08. NUISANCES AND UNSIGHTLY MATERIALS. No house or other structure on any Site shall be used for any commercial or business purpose. Each Owner shall refrain from any act or use of his Site which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Site. Boats and recreational vehicles may be stored on the property, but may not be visible from neighboring Lots, streets, roads or open areas.

6.09. GOVERNMENTAL RESTRICTIONS. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any 'such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

6.10. RULES AND REGULATIONS. The Board of Directors may establish reasonable rules and regulations from time to time, all of which shall be binding upon every Owner.

#### ARTICLE VII EASEMENTS

7.01. GENERAL. Each Site now or hereafter subjected to this Declaration shall be subject to all easements shown or set forth on the recorded Plat(s) upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Areas which will interfere with the rights and use of any and all easements shown on said recorded Plat. Highland View Home Owners Association further reserves any and all rights necessary to grant or create easements or convey property in the Common Areas as may be necessary to obtain utility services, including without limitation access to the site of the water storage tank and related facilities.

7.02. EMERGENCY. There is hereby reserved without further assent or permit, a general easement to all policemen, firemen, ambulance personnel and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

#### ARTICLE VIII General Provisions

8.01. DURATION. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 31, 2039, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by the vote of a majority of the then Owners of the above described property to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or Declaration shall be subject to the provisions hereof.

#### 8.02. AMENDMENT.

(a) Except as provided in subsection (b) below, the covenants and restrictions of this Declaration may be amended by the affirmative vote of more than fifty (50) percent of the total of all votes entitled to be cast by Members qualified to vote.

(b) Every purchaser or subsequent grantee of any interest in any Property or other of this shall be now or hereafter made subject to this Declaration by acceptance of a deed conveyance therefor, thereby agrees that the covenants and restrictions Declaration may be amended as provided herein. All such amendments effective when recorded in the Register's Office for Williamson County.

8.03. ENFORCEMENT. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Highland View to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other Owner or interested party either to prevent said person, firm, or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees. Any failure by Home Owners Association or any property Owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated. Should any aggrieved Owner employ counsel to enforce any of the foregoing covenants or restrictions, the prevailing party in any legal action shall be entitled to recover from the losing party the attorneys fees and expenses incurred in such action.

8.04. HEADINGS AND BINDING EFFECT. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Homeowners.

8.05. UNINTENTIONAL VIOLATION OF RESTRICTIONS. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Board of Director's reserves the right to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

#### ARTICLE IX MORTGAGEE RIGHTS AND GOVERNMENT REGULATIONS

9.01. SPECIAL ACTIONS REQUIRING MORTGAGEE APPROVAL. Notwithstanding anything herein to the contrary, unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each owner of the individual Sites have given their prior written approval, the Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the restriction declared herein;
- (b) Partition or subdivide any Site;
- (c) By act or omission, seek to abandon, partition, subdivide, encumber, sen or transfer the common facilities. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common facilities by Highland View Homeowners Association or the Umbrella Association shall not be deemed to transfer within the meaning of this clause;
- (d) Use hazard insurance proceeds for losses to any common facilities for other than the repair, replacement or reconstruction of such improvements, except as provided by statute.

9.02. SPECIAL RIGHTS OF MORTGAGEES. A first mortgagee, or beneficiary of any deed of trust shall be entitled to the following special rights:

- (a) Upon request, such first mortgagee is entitled to written notification from the Association of any default in the performance of any individual Owner of any obligation under these restrictions which is not cured by such owner within sixty (60) days.
- (b) Any first mortgagee shall have the right to examine the books and records of the Association during regular business hours, and such books and records shall be made available to such first mortgagees upon their request.

9.03. CONFORMITY WITH FEDERAL REGULATIONS. Notwithstanding anything to the contrary contained in these Restrictions, all terms, conditions, and regulations now existing, or which may be promulgated from time to time, by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or the Federal Housing Administration pertaining to planned unit developments are hereby incorporated as terms and conditions of this Declaration and the same shall be binding upon the Association and the Owners, so long as such terms and conditions are not inconsistent with the laws of the state of Tennessee and do not infringe on any substantial property rights of individual Owners. In the event of a conflict between the terms of such provisions the most restrictive provision shall apply.

9.04. COPIES OF NOTICES TO MORTGAGE LENDERS. Upon written request delivered to the Association, the holder of any mortgage of any ownership interest or interest therein shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose ownership interest or interest therein is subject to such mortgage.

9.05. FURTHER RIGHTS OF MORTGAGEES.

(a) No Owner or any other party shall have priority over any rights of the first mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of common facilities.

(b) Any agreement for the professional management for the Association, whether it be by the Board of Directors, or any other person or entity, may be terminated on ninety (90) days written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years.

(c) The Association shall give to the appropriate governmental agency or any lending institution servicing such mortgages as are acquired by any governmental agency, notice in writing of any loss to or the taking of the common facilities if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00). The Association may rely on the information contained in book entitled "Mortgages" as must be established pursuant to this Declaration for a list of mortgages to be notified hereby.

In Witness whereof, the Highland View Home Owners Association has caused this Re-Stated declaration of Covenants, Conditions to be duly signed on this 1st day of February, 2015 after approval by at least 2/3rds of the total votes as set forth in Article VIII section 8.02.

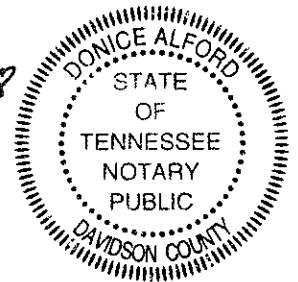
Highland View Home Owner's Association

President, Highland View Home Owners Association

Secretary, Highland View Home Owners Association

Notary from Tennessee

Subscribed and sworn to before me in my Presence, this 2nd day of Dec. 2015, a Notary Public in and for the County of Davidson State of TN  
Donice Alford  
(Signature) Notary Public  
My commission expires 5/8.2018



## EXHIBIT A

## Property Description

A tract of land in Williamson County, Tennessee, being the Murray Lane Associates property, as recorded in Book 634, Page 958, R.O.W.C., Tennessee, and also being Parcel No. (08) on Tax Map 12, R.O.W.C. The property is further detailed in the following locations:

R.O.W.C. Plat Book	Page Number	Lots
11	115	1 – 15
12	71	12 – 71
13	92	Revision for 31 & 32 (26-30 & 33)
13	93	Revision for 9 – 11 (14)
13	114	Revision for 13 – 16
13	132	1 – 42 & Water Tank Site
14	56	43 – 81 with Pool Pavilion & Parking Lot outlined
15	88	Revision for 56 – 58
16	22	74 & 75 in Phase 2
766	739	

This property subject to all easements of record. Perpetual right-of -way easements are recorded in:

R.O.W.C. Plat Book	Page Number	Type
441	894 - 897	Utilities and highway
634	958 – 961	Utilities and highway
1211	661 – 661	Utilities and highway
441	896	Tennessee drainage easement
12	71	Highland View Phase 1
13	132	Water Tower and Access Road