

Cindy L Briley, Register
Sumner County Tennessee
Rec #: 1037522 Instrument #: 1359226
Rec'd: 135.00 Recorded
State: 0.00 4/9/2021 at 3:01 PM
Clerk: 0.00 in Record Book
Other: 2.00
Total: 137.00 5560

Pages 204-230

THIS INSTRUMENT PREPARED BY:
Mudter Patterson & Cox PLLC
3811 Bedford Avenue, Suite 205
Nashville, TN 37215

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HIDDEN POINT SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION is made and entered into as of the 31st day of March, 2021, by the Hidden Point Subdivision Homeowners' Association, a Tennessee nonprofit corporation (the "Association").

RECITALS

WHEREAS, Hidden Point Ltd., a Tennessee limited partnership ("Developer") filed the Declaration of Covenants, Conditions, and Restrictions for Hidden Point Subdivision of record in Book 513, Page 792, as amended by instruments of record in Book 260, Page 824; Book 264, Page 419; Book 724, Page 874; Book 2846, Page 747; Book 2846, Page 754; and Book 4898, Page 94, in the Register's Office for Sumner County, Tennessee (said Declaration, as previously amended, hereinafter referred to as the "Original Declaration"); and

WHEREAS, pursuant to Article X, Section 3 of the Original Declaration, as of the date hereof, the Declaration may be amended "by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners"; and

WHEREAS, pursuant to Article I, Section 1 of the Original Declaration, the members of the Association are the Lot Owners, thus the Association may amend the Original Declaration upon the affirmative vote of seventy-five percent (75%) of the Association members; and

WHEREAS, in an action taken by written consent, greater than seventy-five percent (75%) of the Association members passed the resolution attached hereto as Exhibit A proposing and ratifying the complete amendment and restatement of the Original Declaration as set forth hereinbelow; and

WHEREAS, the Association now desires to amend and restate the Original Declaration in its entirety from this date forward, in accordance with the terms of the above referenced resolution passed by the Association members.

NOW, THEREFORE, in consideration of the premises, and in accordance with Article X, Section 3 of the Original Declaration, the Association hereby revokes, rescinds, and terminates the Original Declaration and all amendments thereto, and hereby amends and restates the Original Declaration in its entirety as follows. Any agreements, construction, landscaping or renovation approvals, rightly approved pursuant to the Original Declaration related to Property existing prior to the date of recording and publishing of this Amended and Restated Declaration

shall continue to be approved per the terms of the original approval by the Association. Future improvements, construction and alterations to existing and new Property shall be subject to the terms of this Amended and Restate Declaration of Covenants, Conditions, and Restrictions:

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (hereinafter referred to as this "Declaration") is made and published on or as of the date hereinafter set forth, by and between the Association and any and all persons, firms or corporations hereafter acquiring any of the within described property (hereinafter referred to as "Lot Owners or Members").

WITNESSETH:

WHEREAS, it is in the benefit, interest and advantage of each and every Lot Owner hereafter acquiring any part of the Property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed, set forth and declared to be covenants running with the land; and

WHEREAS, the Lot Owners desire to provide for the preservation of the values and amenities and the desirability and attractiveness of the Property, and for the continued maintenance and operation of the Common Area; and

WHEREAS, the Lot Owners desire to make provisions concerning the maintenance, management, and ownership of the Common Area within the Property; and

WHEREAS, the Lot Owners deem it efficient and desirable to preserve the values and amenities within the Property; and in order to fulfill the foregoing objects, the Lot Owners desire that the Association shall have the power to maintain and administer the Common Area; administer and enforce this Declaration; and collect and disburse the assessments and charges hereinafter created; and

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, the Lot Owners declare that the Property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof and which shall inure to the benefit of each Lot Owner thereof. Every person or other party hereafter acquiring any of the within described Property 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.

ARTICLE I
DEFINITIONS

The following terms, when used herein, shall have the following meanings:

Section 1. "Association" shall mean The Hidden Point Subdivision Homeowners' Association, a Tennessee not-for-profit corporation, its successors and assigns, which has as its Members all Lot Owners. The Association's By-Laws are attached as Exhibit B and are incorporated herein by reference.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Lot Owners. The Common Area is described more fully in the Register's Office for Sumner County, Tennessee Book 725, Page 9, and Book 260, Page 837.

Section 3. "Declaration" shall mean this instrument, as amended and restated herein.

Section 4. "Lot" shall mean any lot shown on the Plat, not including the Common Area.

Section 5. "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Plat" or "Plats" shall mean the following plats, collectively:

- a. Plat of Hidden Point Subdivision of record in Plat Book 11, pages 293, 294 and 295, in the Register's Office for Sumner County, Tennessee, as same may have been supplemented, modified, and or amended;
- b. Plat of record for The Revised Final Plat Revision, Phase Two & Five, Hidden Point, of record in Plat Book 13, Pages 306, 307, 308, and 309; as amended in Record Book 212, Page 23; Record Book 237, Page 774; and Record Book 248, Page 92, Register's Office for Sumner County, Tennessee, as same may have been further supplemented, modified, and or amended;
- c. Plat of record for Revised Phase Three, Hidden Point, of record in Plat Book 13, Page 395, Register's Office for Sumner County, Tennessee, as same may have been supplemented, modified, and or amended;
- d. Plat of record for Resubdivision of Lots 101, 102, & 103 of The Revised Final Plat Revision, Phase Two & Five, Hidden Point, of record in Plat Book 14, Page 36, Register's Office for Sumner County, Tennessee, as same may have been supplemented, modified, and or amended; and
- e. Plat of record for Hidden Point Phase Four Subdivision, of record in Plat Book 16, Page 307, Register's Office for Sumner County, Tennessee, as same may have been supplemented, modified, and or amended.

Section 7. "Property" shall mean all real property as described more fully on the Plats.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION
AND SUPPLEMENTAL DECLARATION

Section 1. Property Subject to this Declaration. The Lot Owners hereby declare that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Lot 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 with the assent of the Board of Directors;
- b. The right of the Association to suspend the voting rights and rights to the use of the Common Area and any recreational facilities thereon by a Lot Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations with the assent of the Board of Directors;
- c. The right of the Association to acquire by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation with the assent of two-thirds (2/3) of all then current Voting Memberships;
- d. The right of the Association to borrow money, mortgage, pledge, encumber, or hypothecate any or all of its real or personal property, including but not limited to the Common Area and any recreational facilities or equipment located thereon, as security for money borrowed or debts incurred with the assent of two-thirds (2/3) of all then current Voting Memberships;
- e. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, private third party, public authority; or public utility for such purposes and subject to such conditions as may be agreed to with the assent of two-thirds (2/3) of all then current Voting Memberships. No such dedication or transfer shall be effective unless an instrument assenting to such dedication, sale or transfer is signed by two-thirds (2/3) of all then current Voting Memberships. At the time of any such dedication or transfer, the portion of the Common Area so dedicated, sold or transferred shall no longer be a part of the Common Area;

- f. The right of the Association to limit the use of the Common Areas to Members, Lot Owners, their families and their guests.

Section 2. Delegation of Use. Any Lot Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Lot Owner of a Lot which is subject to assessment shall be a Member of the Association as provided in the Charter and By-Laws 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. Voting Rights. Any action requiring a vote pursuant to this Declaration or the Association's Charter or Bylaws may be accomplished in one (1) of three (3) methods below, at the election of the Board of Directors, or by written petition signed by no less than one-fourth (1/4) of the Lot Owners and delivered to the Board of Directors:

- a. By hand delivery or email of a ballot or other instrument approved by the Board of Directors describing the action requiring a vote and recording the vote of each Lot Owner, but without a meeting of all Lot Owners;
- b. By calling a virtual or physical special meeting of Lot Owners pursuant to notice provisions and quorum requirements of this Declaration, the Charter, or the Bylaws of the Association related to the action in question;
- c. By voting subject and pursuant to notice provisions and quorum requirements of this Declaration, the Charter or Bylaws of the Association related to the action in question as part of the annual membership meeting.

For purposes of voting herein, a "Voting Membership" shall be comprised of each separate and indivisible Lot as set forth on the Plats being entitled to one (1) vote, notwithstanding that an individual Lot may be vested in one or more persons or entities together. When a Lot is vested in more than one (1) person or entity, each person or entity holding any percentage of the fee simple interest in such Lot shall be a Member of the Association; provided, however, that each Lot shall only carry one (1) vote in the Association, and co-owners of a Lot must agree among themselves on how the Lot's one (1) vote shall be cast.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot Owner, by acceptance of a deed for such Lot, whether or not it shall be so expressed in such

deed, is deemed to covenant and agree to pay to the Association annual assessments or charges; and special assessments for capital improvements, which special assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charged to the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Lot Owner at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners; to provide for the maintenance and improvement of the Common Area; to pay the fees of any management agent the Association may employ to manage the affairs of the Association; and to pay other reasonable and necessary expenses of the Association.

Section 3. Maximum Annual Assessment. The maximum annual assessment may be increased each year not more than the percentage increase in the Consumer Price Index during the previous year above the maximum assessment for the previous year by majority vote of the Board of Directors. The maximum annual assessment may be increased above said percentage by a vote of two-thirds (2/3) of all then current Voting Memberships.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any assessment year a special assessment to cover, 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 be approved by a vote of two-thirds (2/3) of all then current Voting Memberships.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, prorated for fractional Lots and may be collected on an annual or bi-annual basis at the direction of the Board of Directors.

Section 6. Date of Commencement of Annual Assessments; Due Dates. 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 or delivered to every Lot 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.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association. Each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing priority lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment, by notice to the Member, will be subject to a late charge in an amount established by the Board of Directors and at the election of the Board of Directors shall bear interest from the date of delinquency at the rate of ten (10%) per annum or

the maximum rate allowed by applicable law, whichever is less. If the assessment, interest and late fees are not paid in full within sixty (60) days after the due date, the Association may issue a final notice ("Notice of Delinquent Assessment") to the Member which shall list the total amounts delinquent including the assessment, interest, late fees, reasonable collection costs and reasonable attorney's fees. Such notice shall state the collection actions the Association will take if assessments remain unpaid. Thirty (30) days after the Notice of Delinquent Assessment is mailed to Member, the Association shall record a notice of lien in the land and property records of Sumner County Tennessee against the property. Association will further be entitled to bring an action at law against the Lot Owner personally obligated to pay the assessment and may further seek to foreclose the lien against the Lot through a court of competent jurisdiction. The foreclosure amount will include the delinquent assessment, interest, late fees, collection costs, attorney's fees and related court costs to enforce and foreclose its lien. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall, swimming pool or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until two complete sets of the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, potential impact on drainage or other construction considerations within the Property and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII INSURANCE

Section 1. Common Area. The Association shall keep in force and maintain such liability and other insurance as it shall deem necessary relating to the Common Area. The Association may also insure any other property, whether real or personal, owned by the Association, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association.

Section 2. Lots. Insurance against damage by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot shall be the responsibility of the individual Lot Owners.

Section 3. Fidelity Bonds. Blanket fidelity bonds will be maintained by the Association for all officers, directors, trustees, and employees of the Association handling or responsible for funds of or administered by the Association or any other persons handling or responsible for funds of or administered by the Association. Further, in the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, a blanket fidelity bond will be required for officers, employees, and agents of such management agent handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Board of Directors and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three months' aggregate assessment on all Lots plus reserve funds. All such fidelity bonds shall name the Association as a named insured loss payee; contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and shall provide that such bonds may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association. Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees, and agents) shall be paid by the Association as a common expense.

ARTICLE VIII NOTICES TO MORTGAGEES, ETC.

Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor of any deed of trust or lien against any part of the Property, and further identifying the subject Lot number or address, any such lien holder or eligible insurer or guarantor shall be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of the Property or of a Lot on which there is a first deed of trust lien held, insured, or guaranteed by such eligible deed of trust lien holder or eligible insurer or guarantor, as applicable;
- b. Any delinquency in the payment of assessments or charges owed by an Owner subject to a first deed of trust lien held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- c. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of

deed of trust lien holders pursuant to the terms of this Declaration, the Charter, and or the Bylaws.

ARTICLE IX
RESTRICTIONS ON LOT USE, ETC.

The following restrictions shall be binding on all Lot Owners.

Section 1. Land Use and Building Type.

- a. No Lot shall be used except for residential purposes.
- b. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling.
- c. All dwellings shall have full masonry foundations, and no exposed block or concrete foundation shall be visible above grade.
- d. All garages shall enter from sides or rear or as approved by the Architectural Committee and Board of Directors.
- e. All houses must be of brick or partial brick construction. Roofs must be of the type fiberglass asphalt shingle similar to but not limited to GAF Timber line.

Variations under this Section 1 will be subject to approval of the Architectural Committee and Board of Directors.

Section 2. Dwelling Quality and Size. All dwellings shall be of high-quality workmanship and materials. The total floor living area of the main structure upon any Lot, exclusive of open porches, patios, garages, carports, and breezeways, shall be approved by the Architectural Committee and Board of Directors. The Architectural Committee and Board of Directors retain the right to reject any plan without giving cause for said rejection.

Section 3. Building Location; Resubdivision. No building shall be located on any Lot nearer to the front lot line or nearer to any side street line than the minimum building setback lines shown on the Plats. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. All other setback lines shall conform to the requirements of Subdivision Regulations of the Hendersonville Planning Commission and the Zoning Ordinance of the City of Hendersonville, Tennessee.

Minimum setback requirements for each Lot have been established but are not intended to engender uniformity. They are intended to avoid overcrowding and monotony. It is, therefore, intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas. The Architectural Committee and Board of Directors reserves the right to approve the Lot plan and location of each house or other structure on each Lot and to arrange the same in such manner as it shall deem in the best interests of the overall development of the

Property, but in no case shall two (2) houses be closer together than ten (10) feet, nor shall any house be set back from any lot line less than three (3) feet. For the purpose of determining compliance with the minimum setback requirement, eaves, porches, overhangs, and steps extending beyond the front wall of a structure shall not be considered a part thereof.

No Lot or Lots shall again be subdivided, re-subdivided, altered, or changed so as to provide less area than established by the Plats unless otherwise approved by the Hendersonville Planning Commission or Board of Zoning Appeals and the Board of Directors.

Section 4. Easements. Easements for installation and maintenance of utilities, walls and drainage facilities are reserved as shown on the Plats and as otherwise shown by the public records. Within these easements, no structure, planting or other material shall be placed or permitted nor remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. Overhang easements, as shown on the Plats and as otherwise shown by the public records, shall be for the purpose of permitting overhead wires and cables of public utilities, such as electric telephone, telegraphs, etc.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot Owner shall commit any act which does not comply with City of Hendersonville, Army Corp. of Engineers, or Sumner County ordinances, resolutions or restrictions, including but not limited to feeding of wildlife upon any Lot or Common Area, dumping, burying or otherwise disposing of prohibited materials upon any Lot or Common Area or in any municipal drainage facility, street, Corps Property or Old Hickory Lake.

Section 6. Temporary and Incomplete Structures. No temporary structure or incomplete structure may be used temporarily or permanently as a residence. Specifically, no tent, shack, outbuilding, barn, camper, mobile home, basement, or dwelling not substantially completed may be used as a residence.

Section 7. Signs. No signs of any kind shall be displayed to the public view on any lot except professionally lettered builder's or realtor's signs and home security provider signs in good taste and not exceeding 18" x 24" in size.

Section 8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided they are confined to the Lots of their owners by leash or fence; provided they are not kept, bred, or maintained for any commercial purpose; and provided they are not kept in such numbers as to become a nuisance; and provided that when being walked by their owners, pets are on a leash and their owners shall clean and dispose of their pet's waste.

Section 9. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Incinerators shall not be used or permitted to be erected or placed on any lot. Trash, garbage, recycling or other waste shall not be kept except in sanitary

containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be concealed underground or screened from the view of neighbors or the public. No Lot Owner may place lawn trimmings, limbs or other garden refuse on or within Common Area without approval from the Board of Directors.

Section 10. Other Prohibited or Restricted Activities.

- a. Outside clotheslines will not be permitted.
- b. Swimming pools will be permitted only if located in the rear or side yard or enclosed within the dwelling and only if built no nearer than five (5) feet to any Lot line. All swimming pools must be approved by the Architectural Committee or Board pursuant to Article VI.
- c. Junk cars, disassembled cars or partially assembled cars may not be kept on any Lot, public street or parking area within Common Areas. Moreover no Lot Owner shall permit any motor vehicles (operable or inoperable) owned by such Lot Owner or by any person occupying his or her dwelling or by any person on his or her premises as guest or invitee to remain parked on the public streets or parking areas which are a part of the Common Areas in the subdivision for extended periods of time. Lot Owners shall utilize their driveway and garages for parking their vehicles and not Common Area parking or the public streets. Lot Owners in violation of this provision are subject to impoundment of their vehicle at their sole expense at the discretion of the Board of Directors after notice to Lot Owner and 48 hours opportunity to cure.
- d. No old house may be brought into the subdivision and placed or erected on any Lot.
- e. Lots shall be kept clean and mowed and all dwellings shall be kept neatly painted and in good repair.
 - i. In the event a Lot Owner shall fail to maintain the premises and the improvements on his Lot in a manner satisfactory to the Board of Directors of the Association, and in the event such Lot Owner fails to cure such conditions or to diligently commence to cure the same within thirty (30) days after written notice of such failure duly given to him by the Board of Directors, the Association may, without the necessity of a vote of the membership, enter upon the Lot and repair, maintain and restore the same.
 - ii. In the event a Lot Owner fails to maintain his lawn, trees and or shrubbery, the Association may, with the approval of its Board of Directors, without the necessity of a vote of the membership, proceed to cause the deficiency to be corrected by cutting grass, raking leaves and excess grass, pruning trees and shrubbery, and other corrective measures deemed to be necessary by the Association's Board of Directors; provided that the Lot Owner shall receive not less than ten (10) days' notice of such

deficiency and an opportunity to commence to cure the same, following his or her first violation of this covenant, before the Association shall embark upon any such corrective work. Subsequent violations of this law, tree and shrubbery maintenance covenant may be corrected without notice.

- iii. Any expense incurred by the Association pursuant to this section shall result in the Association recording a lien on the Lot for the amount of expense incurred to correct the deficiency including interest on the aggregate expense at the rate of 10% per annum or the highest rate allowable by applicable law, whichever is lower.
- iv. Mud or debris on streets caused by new construction will be the responsibility of the contractor causing such to occur and must be cleaned daily.
- f. No mobile home, house trailer, camper, boat or other like vehicle may be stored on any Lot unless screened from view of adjoining Lots, streets, and Common Areas.
- g. All houses will have black wrought iron mailboxes or as otherwise approved by the Association.
- h. Eave lights shall be positioned so as not to shine on any windows.
- i. One (1) small satellite dish per residence is permitted. The satellite dish must be in an inconspicuous location shielded from the street view when possible.
- j. Tour buses will not be permitted in Development at any time.

Section 11. Water Supply; Sewage Disposal. No dwelling on any Lot shall be occupied and used unless the same be connected with, and served with, water and sewerage from the water and sanitary sewer supply mains provided to the Property.

Section 12. Sight Distance at Intersections. On corner Lots adjoining two streets, no fence, wall, hedge, planting, or structure between a height of 2-1/2 feet and 10 feet above the centerline grades of the intersecting streets shall be erected, placed, or maintained within the triangular area formed by the Lot lines abutting such streets and a straight line joining such Lot lines at points that are 10 feet distant from the intersection thereof as measured thereon. In the cases of a rounded corner at intersecting streets, such measurement shall be made from the point of intersection of the tangents of the curve constituting the rounding.

On any Lot having a driveway, no fence, wall, hedge, planting, or structure between a height of 2-1/2 feet and 10 feet above the centerline grades of the adjoining street and the driveway shall be erected, placed, or maintained within the triangular area formed by the Lot line abutting the adjoining street and the driveway and a straight line joining such Lot line and driveway at points that are 10 feet distant from the point of intersection thereof as measured thereon. In the case of a rounded corner at the intersection of street and driveway, such measurement shall be made from the point of intersection of the tangents of the curve

constituting the rounding.

Section 13. Roadway Construction and Acceptance. It shall be obligatory upon all Lot Owners to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the Plats, in order that the, roads or streets, which may be affected by such placement, or construction may not be disqualified for acceptance into the road system of the City of Hendersonville. Any driveway culverts must have masonry headwalls on open ends. All driveways shall be of concrete aggregate surface construction, stamped concrete, brick or cobblestone with curb cuts therefor in accordance with the regulations and requirements of the City of Hendersonville. Variations in concrete driveway surfaces may be approved by the Architectural Committee and Board of Directors.

Section 14. Walls. No wall shall be built without the prior written approval of the Architectural Committee. No retaining wall shall extend to a height greater than three (3) feet above the earth being retained, and no wall or fence enclosing a patio or courtyard shall extend to a height greater than six (6) feet from ground level. All walls and fences must be of brick, or other material approved by the Architectural Committee and Board of Directors and of a style and design approved by the Architectural Committee and Board of Directors. All party walls must be approved by the Architectural Committee and Board of Directors prior to commencing construction and shall be built at the sole expense of an owner or owners.

Section 15. Rental Agreements. No Lot or any improvements located thereon shall be leased or rented for a period of two (2) years following the sale of such Lot. Furthermore, no Lot Owner may lease a residence or any portion thereof for a rental term of less than six (6) months.

ARTICLE X GENERAL PROVISIONS

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

Section 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. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended by an instrument approved by a vote of not less than two-thirds (2/3) of all then current Voting Memberships. Any such amendment must be recorded at the Sumner County Register of Deeds.

Section 4. Contracts. The Association shall not be bound either directly or indirectly to contracts or leases entered into (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at

any time, upon not more than ninety (90) days' notice to the other party.

Section 6. Reserves for Replacement. The Association shall establish and maintain an adequate reserve fund of not less than three (3) months of budgeted annual expenditures for the periodic maintenance, repair, and replacement of improvements to the Common Areas. The fund shall be maintained out of the annual assessments.

IN WITNESS WHEREOF, the Association has duly ratified and executed this Amendment, the corporate party by its duly authorized officer, this 31st day of March, 2021.

ASSOCIATION:

Hidden Point Subdivision Homeowners' Association
a Tennessee nonprofit corporation

By:  Treasurer
Roger Duane Clark, Treasurer

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned Notary Public, in and for the said county and state, the within named Roger Duane Clark, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Treasurer of Hidden Point Subdivision Homeowners' Association, a Tennessee nonprofit corporation, the maker, or a constituent of the maker and is authorized by the maker, or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and official seal at office, this 31st day of March, 2021.


NOTARY PUBLIC
My Commission Expires:

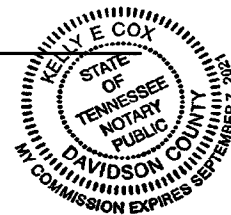


EXHIBIT A
Resolution

ACTION OF THE MEMBERS
OF
HIDDEN POINT SUBDIVISION HOMEOWNERS' ASSOCIATION
a Tennessee nonprofit corporation
Taken by Written Consent

The undersigned, being equal to or greater than seventy-five percent (75%) of all members (the "Members") of Hidden Point Subdivision Homeowners' Association, a Tennessee nonprofit corporation (the "Association") hereby take the following action by unanimous written consent:

RESOLVED, that the Members wish to amend and restate the Declaration of Covenants, Conditions, and Restrictions for Hidden Point Subdivision of record in Book 513, Page 792, as amended by instruments of record in Book 260, Page 824; Book 264, Page 419; Book 724, Page 874; Book 2846, Page 747; Book 2846, Page 754; and Book 4898, Page 94, in the Register's Office for Sumner County, Tennessee (said Declaration, as previously amended, hereinafter referred to as the "Declaration"); and

FURTHER RESOLVED, that the Members hereby authorize and direct the Board of Directors of the Association to record the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Hidden Point Subdivision (attached hereto as "Exhibit A") and Amended and Restated Bylaws for Hidden Point Subdivision (attached hereto as "Exhibit B") with the Sumner County Register of Deeds or other legal authority as required by law.

WITNESS, the consent of the Members, each of whom by his signature hereto indicates his affirmative vote for adopting the resolutions set forth herein effective the 31st day of March, 2021.

[Signature pages omitted to reduce recording expenses. Original signature pages of Members available on file at the Association's principal office.]

EXHIBIT A
Amended and Restated Declaration
of Covenants, Conditions and Restrictions for Hidden Point Subdivision

EXHIBIT B
Association Bylaws

BY-LAWS OF
HIDDEN POINT SUBDIVISION HOMEOWNERS' ASSOCIATION

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1. "Association" shall mean Hidden Point Subdivision Homeowners' Association, a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all Lot Owners in the Property.

Section 2. "Board of Directors" shall mean the Board of Directors of the Association as described in Article IV hereof.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Lot Owners. The Common Area to be owned by the Association is the area designated on the Plats as Common Area.

Section 4. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Hidden Point Subdivision as recorded and amended from time to time as provided herein at the Register's Office for Sumner County, Tennessee.

Section 6. "Lot" shall mean any lot shown on the Plat, not including the Common Area.

Section 7. "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 9. "Plat" or "Plats" shall have the meaning set forth in the Declaration.

Section 10. "Property" shall have the meaning set forth in the Declaration.

ARTICLE II
NAME AND LOCATION

The name of the Association is Hidden Point Subdivision Homeowners' Association. The mailing address of the Association shall be 118 Ashland Point, Hendersonville, Tennessee, 37075 or an address designated by the Board of Directors. Meetings of Members and Directors may be held at such places within the Subdivision, in the State of Tennessee, County of Sumner, or by virtual audio or video conference as may be designated by the Board of Directors.

ARTICLE III
MEETINGS OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Members shall be held each year at a time communicated to Members at least 30 days in advance pursuant to the Declarations.

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 Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership pursuant to the Declaration.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given pursuant to the Declaration by, or at the direction of, the Secretary or person authorized by the Board to call the meeting at least thirty (30) days before such meeting to each Member entitled to vote at the meeting, by a.) mailing a copy of such notice, postage prepaid to each Member entitled to vote at the meeting, 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; or b.) emailing a copy of such notice to each Member entitled to vote at the meeting addressed to the Member's last email address supplied by such Member; or c.) hand delivering a copy of such notice to each Member entitled to vote at the meeting at the Member's address. Such notice shall specify the method (virtual or physical), place if physical, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

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

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy pursuant to Voting Membership requirements and processes in the Declaration. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of up to nine (9), but not less than three (3), volunteer Directors, who are Members of the Association.

Section 2. Term of Office. At each annual meeting, the Members shall endeavor to elect three (3) directors, replacing Directors whose terms are expiring, for a term of three (3) years.

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

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

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority 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 shall be made by the Board of Directors. Nominations may also be made from the floor at the annual meeting.

Section 2. Election. An election for any open seats on the Board of Directors shall take place at the annual meeting. The nominee(s) receiving the most votes shall be elected to the open seat(s) on the Board of Directors.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour either virtually or in person as may be fixed from time to time by resolution of the Board.

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

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

ARTICLE VII POWERS AND DUTIES

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

- a. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- b. Suspend the voting rights and right to the use of Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.
- c. Suspend the voting rights and right to the use of Common Areas of a Member for infraction of published rules and regulations, after notice and hearing, for a period not to exceed sixty (60) days;
- d. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter or the Declaration;
- e. 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
- f. Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- g. Establish, increase, decrease and collect fees related to the transfer of ownership of a Lot within the Property so long as equally applied to each transfer.

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 one-fourth (1/4) of the Members who are entitled to vote pursuant to the Declarations;
- b. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

- c. As more fully provided in the Declaration, to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and 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 Lot 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 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 liability, hazard, and other insurance on property owned by the Association;
- f. Cause all Officers or employees having fiscal responsibilities to be bonded, as required by the Declaration; and
- g. Cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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 officers are as follows:

- a. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign promissory notes with the Treasurer; and may request an audit of the books and records of the Association no more than once per calendar year if at all.
- b. Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.
- c. Secretary. 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, and shall perform such other duties as required by the Board.
- d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and co-sign with President all promissory notes of the Association; keep proper and reasonable books of account; 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 to the Board of Directors at each meeting of the Board of Directors, and make available a copy of each to any Members upon written request.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Committee, as provided in the Declaration. In absence of a full committee, the Board of Directors may designate one (1) member of the Board of Directors as Chair of Architectural Committee. Such Chair shall perform the duties of the Architectural Committee and shall report to the Board of Directors, who shall then make all decisions by majority vote that would otherwise be delegated to Architectural Committee. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records, papers of the Association and the Declaration, Charter and Bylaws shall be available for inspection by any Member or to the holder, guarantor or insurer of any first mortgage upon written request to the Secretary during normal business hours where copies may be purchased at reasonable cost. The Declaration, Charter, Bylaws and Board meeting summaries shall be digitally accessible and reasonably updated by the Secretary on Association websites and if applicable social media accounts for membership review.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing priority lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment, by notice to the Member, will be subject to a late charge in an amount established by the Board of Directors and at the election of the Board of Directors shall bear interest from the date of delinquency at the rate of ten (10%) per annum or the maximum rate allowed by applicable law, whichever is less. If the assessment, interest and late fees are not paid in full within sixty (60) days after the due date, the Association may issue a final notice ("Notice of Delinquent Assessment") to the Member which shall list the total amounts delinquent including the assessment, interest, late fees, reasonable collection costs and reasonable attorney's fees. Such notice shall state the collection actions the Association will take if assessments remain unpaid. Thirty (30) days after the Notice of Delinquent Assessment is mailed to Member, the Association shall record a notice of lien in the land and property records of Sumner County Tennessee against the property. Association will further be entitled to bring an action at law against the Lot Owner personally obligated to pay the assessment and may further seek to foreclose the lien against the Lot through a court of competent jurisdiction. The foreclosure amount will include the delinquent assessment, interest, late fees, collection costs, attorney's fees and related court costs to enforce and foreclose its lien. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

ARTICLE XII AMENDMENTS

Section 1. Amendment. These By-Laws may be amended by a vote of two-thirds (2/3) of all then current Voting Memberships pursuant the provisions of voting more formally defined in the Declaration.

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

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

TRUE COPY CERTIFICATION


I, KELLY E. COX, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document and authenticated according to law.



Kelly E. Cox

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Stacy L. Thomas, a Notary Public for this County and State, Kelly E. Cox, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Notary's Signature
My Commission Expires: October 2, 2023
Notary Seal:

