



20180522-0048990

**THIS INSTRUMENT PREPARED BY:**

This instrument prepared by:  
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Attorney at Law  
2020 Fieldstone Parkway  
Suite 900-92  
Franklin, TN 37069  
(615) 614-3415

**Fourth Amended and Restated By-Laws of River Plantation (Section Two), Inc.**

A Tennessee Nonprofit Corporation

Nashville, Davidson County, Tennessee

**THIS FOURTH AMENDMENT IS MADE**, effective upon the date of recording of this instrument in the Register's Office for Davidson County, Tennessee by River Plantation (Section Two), Inc. (the "Association").

**WHEREAS**, the original By-Laws for the Association is of record in Book 4661, Page 353 in the Register's Office for Davidson County, Tennessee; and

**WHEREAS**, the first amendment to the By-Laws of River Plantation (Section Two) is of record at Book 4691, Page 906 in the Register's Office for Davidson County, Tennessee; and

**WHEREAS**, the second amendment to the By-Laws of River Plantation (Section Two) is of record in Book 6354, Page 676 in the Register's Office for Davidson County, Tennessee; and

**WHEREAS**, the third amendment to the By-Laws of River Plantation (Section Two) is of record by a Scrivener's Affidavit in Instrument No. 20121207-0113069 in the Register's Office for Davidson County, Tennessee; and

**WHEREAS**, the members of the Association desire to delete, in its entirety, with the exception of "Schedule A" which is the Rules and Regulation for River Plantation (Section Two), the preceding By-Laws and amendments thereto and, in their place, the Association shall be governed by the attached Fourth Amended and Restated By-Laws of River Plantation (Section Two), Inc.; and

**WHEREAS**, at least 67% of the Owners of the units approve by submission of written ballots the Fourth Amended and Restated By-Laws, attached hereto.

**IN WITNESS WHEREOF**, the undersigned President of the Association certifies that the Fourth Amended and Restated By-Laws has been duly adopted in accordance with the requirements set forth in Article XI of the By-Laws on this 10th day of April, 2018.

River Plantation (Section Two), Inc.

By: [Signature]  
Lucas Sullivan, President

STATE OF TENNESSEE )

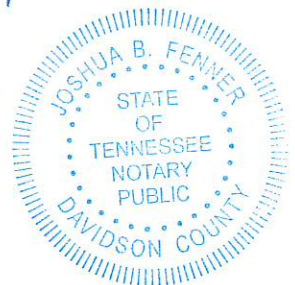
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lucas Sullivan, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is President of River Plantation (Section Two), Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of River Plantation (Section Two), Inc.

Sworn to and subscribed before me this 14 day of May, 2018.

[Signature]  
Notary Public

My commission expires: 9/7/2021



**Article I**

**Section 1. Location of Property:** The property located on Sawyer Brown Road approximately 1150 feet south of the southwest corner of U. S. Highway 70 and Sawyer Brown Road, Nashville, Davidson County, Tennessee, has been submitted to the provisions of Chapter 27 of Title 66-27-202 of Tennessee Code Annotated.

**Section 2. Applicability of Bylaws:** The provisions of these Bylaws are applicable to the property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein, shall include the land, the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, all of which are submitted to the provisions of said Chapter 27 of Title 66 of Tennessee Code Annotated.

**Section 3. Application:** These Bylaws, Master Deed, Rules and Regulations and any amendments which may be made, from time to time, pursuant to Tennessee Code Annotated Sections 66-27-201 and 66-27-202 shall be covenants running with each Condominium Unit and binding on each successive owner, lessee or mortgagee of each Condominium Unit. All present and future owners, mortgagees, lessees, and occupants of Units and their employees, and any other persons who may use the facilities of the property in any manner are subject to these

Bylaws, the Master Deed, the Rule and Regulations, and the Policies and Procedures of the Board of Directors.

**Section 4. Office:** The office of the Condominium shall be determined by the Board of Directors and its location may change from time to time.

## **Article II**

### **Board of Directors**

**Section 1. Number, Qualification and Election:** The affairs of the Condominium shall be governed by a Board of Directors. The Board shall consist of five (5) members who are owners of a Unit, reside in River Plantation Section Two and current with payment of their portion of assessments levied on each owner. No two members of a household may serve together on the Board. Each member shall be elected by owners present (or their proxy) at the annual meeting and shall serve for a period of three (3) years. The candidate or candidates who receive the highest number of votes shall be elected. For the purpose of these amended Bylaws, Board terms are staggered to assure that no Board shall be composed of all new members. If for any reason a member of the Board of Directors shall vacate his position before his three year term has ended, the remaining members of the Board of Directors may appoint a member to serve until the next annual meeting of owners. That person may or may not choose to ask the owners to elect him to finish the term to which he was appointed. Any Board of Director vacancy shall be filled each year at the annual meeting described above.

**Section 2. Powers and Duties of the Board of Directors:** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as defined by law or the Master Deed or by these Bylaws on behalf of the owners. Such powers and duties of the Board of Directors shall include, but not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the common elements in accordance with the other provisions of these Bylaws;
- B. Determination of the common expenses required for the affairs of the Condominium including, without limitation, the operation and maintenance of the property;
- C. Collection of the common charges of the owners which includes the monthly Home Owner Association fees, master insurance policy and other special assessment as may be determined from time to time by the Board of Directors;
- D. Employment and dismissal of personnel necessary for the maintenance and operation of the common elements;

E. Adoption and amendments of rules and regulations covering the details of the operation and use of the property, and the imposition of fines for the infraction thereof;

F. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefore;

G. Purchasing or leasing or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit owners, Units offered for sale, foreclosure or lease or surrendered by their owners to the Board of Directors;

H. Purchasing of Units at foreclosure or other judicial sale in the name of the Board of Directors on behalf of all owners;

I. Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with Units acquired by and subleasing Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all owners;

J. Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all owners;

K. Obtaining of insurance for the property, including each Condominium Unit pursuant to the provisions of Article V of Section 8;

L. Making repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property, in accordance with the other provisions of these Bylaws.

**Section 3. Managing Agent:** The Board of Directors may delegate to a managing agency all the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subdivision B, E, F, G, H, I, J, K, and L of Article II Section 2.

**Section 4. Removal of Members of the Board of Directors:** Any member of the Board of Directors may be removed with or without cause by 60% of the owners present at a special meeting called for the purpose of removal of a Board member. The member of the Board of Directors whose removal is proposed shall be given the right to be heard prior to the vote. Should the board member be removed, the Board of Directors will fill the vacant position as described in Article II, Section 1. The special meeting shall be called in accordance with Article IV, Section 3 of these bylaws. Voting at the special meeting shall comply with Article IV, Section 7 of these bylaws.

**Section 5. Organization Meeting:** The first meeting of the members of the Board of Directors following the annual meeting of the owners shall be held within ten (10) business days thereafter. At this meeting the Board of Directors shall elect officers and conduct any such other business as may be needed.

**Section 6. Regular Meetings:** Regular meetings of the Board of Directors shall be held at least one time per quarter at a time and place designated by the Board of Directors. Notice of these meetings must be given to each member of the Board of Directors at least three (3) business days prior to the date named. These meetings shall be open to all owners who wish to attend. If an owner has business they wish to bring before the Board of Directors for consideration, they must deliver such notice in writing to the Board of Directors two (2) business days prior to the meeting in order to be placed on the meeting agenda. The Board of Directors may go into an executive session after the owners have been heard.

**Section 7. Special Meetings:** Special meetings of the Board of Directors may be called by the President on three (3) business day's written notice to each member of the Board. Such meeting shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Directors.

**Section 8. Quorum of Board of Directors:** A quorum being required to do business, a majority of the members of the Board of Directors must be present. A quorum is defined, for purposes of this section as a majority of the Board of Directors.

**Section 9. Liability of the Board of Directors:** The members of the Board of Directors shall not be liable to the owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these Bylaws. Every agreement made by the Board of Directors or the Managing Agent on behalf of the Condominium shall provide that the members of the Board of Directors or Managing Agent are acting only as agents for the owners and shall have no personal liability there under and that each owner's total liability shall be limited to such proportion as is his interest in the common elements.

**Section 10. Board Meeting Documentation:** The Board of Directors may meet electronically or telephonically. All actions taken at said meetings must have approval by the majority of the Board. Approval may be by signature or signature by e-mail.

**Section 11. Declaration of Default:** Should a majority of the Board of Directors determine that any owner is in default in the performance of any owner's obligations contained in the Master Deed, these Bylaws, or if such owner should be in violation of any of the Rules and Regulations established by the Board of Directors, then the Secretary of the Board of Directors, or the Management Agent shall send written notice of such default to such owner and if such default is not cured within two weeks from the date of sending notice, then the Board of Directors may take action to enforce the remedies given herein and by law.

## Article III

### Officers

**Section 1. Officers:** The Board of Directors of the Condominium shall consist of the president, vice president, secretary, treasurer and one (1) other member making the total number five (5) and each member shall hold a three (3) year term.

**Section 2. Election of Officers:** Election of officers of the Board of Directors of the Condominium shall take place following the election of the Board of Directors at the owners' annual meeting or within ten (10) days after the annual meeting of the owners.

**Section 3. Removal of Officers:** Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed from his office, either with or without cause, remain on the Board and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

**Section 4. President:** The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the owners and of the Board of Directors. He shall have all of the powers and perform those duties vested in him by the Board of Directors. Specifically, the President may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

**Section 5. Vice-President:** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act in their place, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the President or Board of Directors.

**Section 6. Secretary:** The Secretary shall keep the minutes of all meetings of the owners and of the Board of Directors. He shall have charge of such books and papers as the Board of Directors may direct and perform such other duties as the Board shall impose upon him and such functions as are generally performed by a secretary of a business organization.

**Section 7. Treasurer:** The Treasurer shall have the responsibility for Condominium funds and securities and shall work with the Managing Agent, if there is one, to be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements affecting the Condominium buildings, their administration and specifying the maintenance and repair expenses of the common elements and any other expenses incurred and for the preparation of all required financial data. He shall be responsible for overseeing the deposit of all moneys and other valuable effects in the name of the Board of Directors or the Managing Agent, in such depositories as may be from time to time designated by the Board of Directors and in general perform such other duties as the Board of Directors shall impose upon him.

**Section 8. Agreements, Contracts, Deeds, Checks, Etc.:** All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium. Any unbudgeted expenditure above \$1,000.00 must have Board of Directors approval according to the Boards published policies and procedures.

**Section 9. Conflict of Interest:** Neither member of the Board of Directors or their immediate family nor any member of a Board appointed committee may work for the current Management Company, if there is one. If a Board member has a vested interest in a vendor or contractor with whom the Board would like to do business, the member must inform the Board of such interest and refrain from voting on related matters.

#### **Article IV**

##### **Meetings of Owners**

**Section 1. Annual Meeting:** The annual meeting of the owners shall be held on the second Monday of January of each year. At such meetings, the members of the Board of Directors to be elected shall be elected by ballot of the owners in accordance with the requirements of Article II Section 1 of these Bylaws. The owners may transact such other business at such meetings as may properly come before them.

**Section 2. Place of Meetings:** Meetings of the owners shall be held at the community center of the Condominium or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

**Section 3. Special Meetings:** It shall be the duty of the President to call a special meeting of the owners, if so directed by the Board of Directors, or when 20% of owners send a written request asking for a special meeting. The notice of any special meeting shall state the date, time, place and purpose of such meeting. No other business shall be transacted at a special meeting except as stated in the written notice. The Board, in times of emergency, may call a meeting of the home owners and the above rules would not apply. The Board reserves the right to call meetings of the members of the Association for purposes of discussion, education, and reporting on activities of the Board of Directors.

**Section 4. Notice of Meetings:** It shall be the duty of the Secretary or Managing Agent to mail a written notice of each annual or special meeting of the owners, at least ten (10) days but not more than sixty (60) days prior to such meetings, stating the purpose, time and place where it is to be held, to each owner of record. The mailing of such notice of meeting in the manner provided in this Section shall be considered service of notice.

**Section 5. Adjournment of Meetings:** If any meeting of owners cannot be held because a quorum has not attended, a majority of the owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time approved by a majority of those present.



**Section 6. Order of Business:** The order of business at all annual meetings of the owners shall be:

- A. Roll call or verification of a quorum by sign in;
- B. Proof of notice of meeting;
- C. Reading of minutes of preceding meeting;
- D. Report of Board of Directors;
- E. Report of committees;
- F. Election of members of the Board of Directors (when so required);
- G. Unfinished business;
- H. New business;

**Section 7. Voting:** The owner or owners of each Condominium Unit or some person designated by such owner or owners to act as proxy may cast one vote per Unit at all meetings of owners. The designation of any such proxy shall be made in writing to the Board of Directors and shall be revocable at any time by written notice or actual notice to the Board of Directors by the owner or owners so designating. There are 146 Condominium Units and there shall be only one vote per Unit. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

**Section 8 Quorum:** Except as otherwise provided in these amended and restated Bylaws, the presence in person or by proxy of owners or their representative representing 40% of the total then existing Units shall constitute a quorum at all meetings of the members.

## **Article V**

### **Operation of the Property**

**Section 1. Determination of Common Expenses and Fixing Common Charges:**

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium Association to determine the amount of the common charges payable by the owners to meet the expenses of administration, maintenance and repair of the general common elements and, in the proper case, of the limited common elements of the property. The assessments, referred to as the HOA fees, shall be applied uniformly to all owners. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Article V, Section 8 and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as the Board of Directors may deem proper



for the operation and maintenance of the property including, without limitation, an amount for working capital of the Condominium Association, for general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for the prior year, any utilities or other services serving the property which are not separately charged or metered to the individual home owners Unit. The common charges may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee or corporate or otherwise, on behalf of all owners of any Unit whose owner has elected to short-sell or is to be sold at a foreclosure or other judicial sale such as sheriff sale or auction. Before such purchase the Board of Directors must hold a special meeting with Owners to approve the purchase and any budget for purchase or amounts to be spent on repairs. The Unit will be listed for sale and all profits will be designated for a special reserve fund. These funds can only be used for emergency issues such as, but not limited to sewage or drainage issues to the limited common areas, otherwise there must be a vote of 60% of the homeowners to designate how these emergency funds will be spent. The Board of Directors shall advise all owners promptly, in writing, of the amount of common charges payable by each owner, and shall furnish copies of each budget on which such common charges are based to all owners.

**Section 2. Payment of common charges:** All owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Article V, Section 1 at such time or times as the Board of Directors shall determine. No owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him. The purchaser of a Unit shall be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit.

**Section 3. Collection of Assessments:** The Board of Directors shall assess common charges against the owners from time to time and at least annually and shall take prompt action to collect any common charge due from any owner which remains unpaid for more than fifteen (15) days from the date of payment thereof. HOA assessments are due on the first day of every month. After a 15 day grace period the Board will assess a 10% late fee and the home owner will receive notification within 15 days when an assessment and or late fee have been applied. A notice of Intent to Lien will be sent to home owners who are 60 days delinquent. A lien will be recorded against any Unit owner more than 90 days late. A personal judgment may be levied through the courts against accounts over 90 days late. Lien foreclosure will be considered by the Board of Directors for homeowners who are considerably behind on their HOA fees and do not respond to the above collection policies. Should lien foreclosure action be taken, all payment plans or settlements require Board approval.

**Section 4. Default in Payment of Common Charges:** In the event of default by any owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such owner shall be obligated to pay interest at the maximum legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The

Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such owner, or by foreclosure of the lien on such Unit granted by Tennessee Code Annotated.

**Section 5. Foreclosure of Liens for Unpaid Common Charges:**

In any action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid common charges, the owner shall be required to pay a reasonable rental but not less than \$50.00 per diem rent, from the date of the commencement of the foreclosure action for the use of his Unit and the complainant in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 6: Statement of Common Charges:** The Board of Directors shall promptly provide any owner so requesting the same in writing, with a written statement of all unpaid common charges due from such owner.

**Section 7: Special Assessments:** In addition to the other common charges authorized herein, from time to time it may be necessary to assess owners for unexpected expenses or to make improvements to the common elements. In order to make these special assessments, a vote of 60% of the owners with the concurrence of the Board of Directors is necessary. Any such meeting to enact a special assessment must be called pursuant to the requirements of Article IV Section 3.

**Section 8. Insurance:**

A. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) replacement cost fire insurance, vandalism and malicious mischief endorsements, insuring the entire structure including all of the outside exterior walls, carports, storage sheds, fences and gates, and all structural items outside the front door such as columns, steps and front porches; Items covered inside the unit include coatings and wall coverings, floors and ceilings; and permanently installed appliances and fixtures. *All covered items will be replaced in accordance with the original plans and specifications or a replacement of like kind and quality which was originally installed when the units were first built per specifications of the original Master Deed and Bylaws.* Each of such policies shall contain a Tennessee standard mortgagee clause in favor of each mortgagee of a Unit which will provide that the loss, if any, there under shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Directors and the Insurance Trustee hereinafter set forth; such insurance policies shall contain a standard deductible clause of \$10,000.00 (2)

workman's compensation insurance, if applicable; (3) boiler and machinery insurance, if applicable; (4) water damage; and (5) such other insurance as the Board of Directors may determine including fidelity bonds . All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance of or invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) business days prior written notice to all of the insured, including all mortgagees of a Condominium Unit. Duplicated originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of a Condominium at least ten (10) business days prior to expiration of the then current policies.

B. To insure that every homeowner has fair and equitable access to the Master Insurance Policy and to insure that all claims are valid, all claims must be submitted to the Board of Directors for review and submittal to the insurance company. Homeowners may submit claims to the Board by written letter or via e-mail. No verbal claims will be accepted. Within 24 hours of receipt of the claim, the Board will review the claim and notify the homeowner or owners of action to be taken by the Board. In case of an event affecting numerous homeowners that cause multiple claims, the Board will review and submit all claims together.

C. Unit Owners shall carry Condominium Home Owners insurance (HO6) which shall include casualty/liability insurance that will cover upgrades and betterments to the interior of their own Units; this policy shall include coverage for personal injuries that occur within their Units or patios. Such policies shall contain waiver of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any additional insurance carried by any owner.

**9. Fidelity Bonds:** The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common charge.

**Section 10. Repair or reconstruction after a covered loss caused by a named peril as defined under the Master Insurance Policy:** In the event of damage to or destruction of any Condominium Unit or Units, as a result of fire or other loss covered under the Master Insurance Policy, repairs and reconstruction shall be made in the following manner:

- A. The Board of Directors shall meet with all owners affected, in as timely a manner as possible, and begin plans for repairs or reconstruction and filing claims with the Master Insurance policy. It shall be the responsibility of the HOA to repair the slab and any utilities' pipes or ducts in or under the slab, framing of exterior walls, including studs, rafters, roof decking, insulation and shingles. The exterior walls shall be covered with foil batting insulation (or what is required by codes at time of casualty) and brick or siding

facade as per original build. The HOA is responsible for exterior painting, including doors, shutters, gutters and downspouts.

- B. In the event of a covered loss caused by a named peril as defined under the Master Insurance Policy, the Master Insurance Policy will cover outside and inside the Units, including outside exterior walls, carports, storage sheds, fences and gates, all structural items outside the front door such as columns, steps and front porches; Items covered inside the unit include coatings and wall coverings, floors and ceilings; and permanently installed appliances and fixtures. *All covered items will be replaced in accordance with the original plans and specifications or a replacement of like kind and quality which was originally installed when the units were first built per specifications of the original Master Deed and Bylaws.*
- C. In the event of damage to or destruction of any Unit due to a peril not covered under the Master Insurance Policy, each owner whose Unit has suffered damage or destruction will be responsible to repair and reconstruct the entire inside of his Unit from the studs in.
- D. In the event that 60% or more of the condominium units are destroyed and the Board of Directors decide not to repair or restore the units then the property shall be sold and the net proceeds of the sale together with the net proceeds of the insurance policies shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the owners in proportion to their respective common interests, after just paying out of the share of each owner the amount of any unpaid liens.

**Section 11. Abatement and Enjoinment of Violations by Owners:** The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaws contained herein, or the breach of any provision of the Master Deed shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

**Section 12. Maintenance and Repair:**

A. Except as provided in Section 10 of this Article, all maintenance of and repairs to any Unit, structural or non-structural, ordinary or extra-ordinary (other than maintenance of or repairs to any common element contained therein) shall be the financial responsibility of the owner of such Unit, including windows and doors on exterior walls. Each owner shall be responsible for all damages to any and all other Units and/or the common elements, that his failure to maintain and repair his Unit may engender. Each Unit owner shall be under a duty to report to the Board of

Directors any condition with regard to the common elements within or adjacent to his Unit, which require maintenance or repair.

B. All maintenance, repairs and replacement to the common elements, including fences and gates appurtenant to each Unit shall be made by the Association unless those damages are caused by the negligence, misuse or neglect of any party, who will be responsible therefore.

C. All maintenance, repairs and replacements to limited common elements (except terraces, and block walls between terraces) identified on the plat of record or otherwise herein shall be made by the HOA. Any repairs to damage caused by negligence, misuse, or neglect of any owner of the abutting Units, or by any agent, invitee or contractor of any such owner shall be made by the Board of Directors and be charged to the owners who are benefitted by such limited common elements or who are directly affected and benefitted by such limited common elements, as a common expense allocable to such owners alone, unless already paid for by such affected owners.

**Section 13: Terraces and Carports:** A terrace, storage area, carport and fences and gates to which a Unit has sole access, shall be for the exclusive use of the owner of said Unit. The same shall be kept free and clean of snow, ice and any accumulation of water by the owner of such Unit.

**Section 14: Restrictions on Use of Units:** In order to provide for congenial occupancy of the property and for the protection of the values of the Units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

A. Each Unit shall be used for single family residences only.

B. The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

C. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents. River Plantation Section Two strictly adheres to all Metro Codes and Ordinances.

D. No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expenses of the respective owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the property.

E. No portion of a Unit other than the entire Unit may be rented and no transient tenants may be accommodated therein.

F. No sale of any kind shall be conducted on the premises except to sell the personal effects of a deceased owner or tenant or his or her spouse; provided, however, that such permitted sale shall be conducted for no longer than two (2) consecutive days and between the hours of 7:00 am and 5:00 pm. The HOA may from time to time have carport sales in which owners may participate. The Board of Directors may set rules and regulations for such sale and all owners are given a copy of these regulations. Real estate signs shall be displayed only between 5 pm Friday and 5 pm Sunday.

G. Livestock, swine, poultry, snakes, rabbits, ducks or exotic or wild animals may not be kept, raised or bred by any owner or tenant anywhere on the property of River Plantation Section Two. Owners of Units may have dogs, cats, birds, fish, or other commonly recognized household pets, provided they are not bred or maintained for any commercial or breeding purposes and be kept inside their Units. Dogs and cats must not be allowed to roam free or be housed on the terrace. Owners must also obey all leash laws promulgated by governmental entities.

**Section 15: Additions, Alterations or Improvements by Board of Directors:** Whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements, and the making of such additions, alterations or improvements, shall have been approved by 60% of the owners, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all owners for the cost thereof as a common charge.

**Section 16: Additions, Structural Alterations by Owners:** Any additions or structural alterations in or to an owner's Unit shall not be made by the owner without the prior written consent thereto of the Board of Directors. A lien for labor or materials shall attach to such owner's interest in the Condominium and not to the Condominium as a whole. The Board of Directors shall have the obligation to answer any written request by an owner for approval of a proposed addition, or structural alterations in such owner's Unit, within thirty (30) days after such request and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, or structural alteration. Approval of such plans by the Board does not warrant the structural integrity of any additions. Any applications to any department of the Metropolitan Government of Nashville and Davidson County, Tennessee or to any other governmental authority for a permit to make an addition, and or structural alteration in or to any Unit shall be executed by the homeowner or his contractor. The Board of Directors will require proof of such permits and inspections by Codes.

**Section 17: Use of Common Elements and Facilities:** An owner shall not place or cause to be placed in the common areas or common facilities, other than a terrace or carport to which such owner has sole access, and other than the areas designated by the Board of Directors, any furniture, packages or objects of any kind, except with the written consent of the Board of Directors or their agent. Any limited common elements, which have been designed as herein and otherwise in the Plat of record, shall be used only by that or those Units which abut directly thereon, and the use thereof shall be limited only to that to which the same are reasonably suited

and which are incident to the use and occupancy of such abutting Units or as otherwise restricted herein on the Plat of record.

**Section 18: Right of Access:** Each owner shall grant a right of access to his Unit to the Board of Directors, the Managing Agent and/or any other person authorized by the Board for the purpose of correcting any condition originating or existing in his Unit or threatening other Units or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Unit or elsewhere in the buildings, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that request for entry is made in advance and that any such entry is at a time reasonably convenient to the Unit owner. In case of an emergency, such rights of entry shall be immediate, whether or not the owner is present.

**Section 19: Rules of Conduct:** Rules and regulations concerning the use of the Units and common elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board to each owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Directors, are annexed hereto and made a part hereof as Schedule 3, the River Plantation Section Two Rules and Regulations. The Board of Directors may also establish and access reasonable fines for infraction or violation or promulgated rules and regulations.

**Section 20: Electricity, Water and Sewer Charges:** The Board of Directors may in their sole and absolute discretion allocate utility charges on a different basis than the allocation of other common charges. The number of residents within a unit may determine the allocation. Residents living in Units that have a higher number of residents would pay more than those residents living in Units with a smaller number of residents. The Board of Directors may also in their sole and absolute discretion install water meters at each individual Unit causing each Unit owner to be responsible to pay for the water usage in its entirety within their individual Unit. At such time water meters are installed, the Board reserves the right to levy an assessment against each owner for the cost of installing the water meters. This assessment shall be enforceable in the same manner as provided in Article V, Section 2 and 6.

## **Article VI**

### **Mortgages**

D. Section 1. Notice to Board of Directors: An owner who mortgages his Unit shall notify the Management Company of the name and address of his mortgagee.

**Section 2. Notice of Unpaid Common Charges:** The Board of Directors whenever so requested in writing by a mortgagee of a Unit shall promptly report any unpaid common charges due or any other default by the owner of the mortgaged Unit.



**Section 3. Notice of Default:** The Board of Directors, when giving notice to an owner of a default in paying common charges or other default, may send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

**Section 4. Examination of Books:** In addition of the requirements of Tennessee Code Annotated 66-27-503, each owner and each mortgagee of a Unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days, but not more often than once a month.

## **Article VII**

### **Sales, Leases and Mortgages of Units**

**Section 1. Consent of Owners to Purchase or Lease a Unit by the Board of Directors:** The Board of Directors shall not exercise any option to purchase or lease any Unit without the approval of the majority of the Board and without complying with the provisions of Article V Section 7 of these bylaws.

**Section 2. No Severance of Ownership:** The interest, rights and privileges to which an owner is entitled by reason of the ownership of a Unit are herein designated Appurtenant Interests and include, but are not limited to: an undivided interest in the common elements of the horizontal property regime, the rights and privileges to use and enjoy the common elements, the interest of an owner in a Unit acquired by the Board of Directors or its designee on behalf of all owners or the proceeds of the sale or lease thereof, if any, the right to attend and to vote at the meetings of owners and the interest of an owner in any other assets of the horizontal property regime. No owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to effect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interest of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

**Section 3. Financing of Purchase of Units by Board of Directors:** Acquisition of Units by the Board, or its designee, on behalf of the owners may be made from the working capital and common charges in the hands of the Board, or if such funds are insufficient, the Board may levy an assessment against each owner in proportion to his ownership in the common elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Article V, Section 6 and 7.

**Section 4. Restriction on Leasing of Units by Owners:** In order to protect and enhance the property value and resale value of the Units, not more than fifteen (15%) percent of the units may be leased at any one time. (This limitation shall, however, be subject to hardship exceptions, as set forth in Article VII, Section 5, below). Any Unit Owner wishing to lease his unit shall give notice and make application to the Board of Directors (or its designated Agent or Committee), on a form prescribed by the Board for such purpose. If, at the time of such application, the maximum number of units is already leased (or approved for lease), the unit owner wishing to lease his unit is to be placed (or given the opportunity to be placed) on a "waiting list" administered by, or on behalf of, the Board.

If the Board (or its designated Agent or Committee) determines, upon proper application, that the applicant should be entitled to lease the subject unit to the proposed Tenant, it shall grant approval in writing by issuance of a "Rental Permit" to the Unit Owner. Denial of a Rental Permit, when determined to be appropriate, shall also be issued in written form.

Owners leasing a unit must provide the Board (or its designated Agent or Committee) with the name(s) and a working telephone number of each tenant, and a copy of the signed Lease. The Lease must contain a clause stating that the tenant(s) have been given, by the Landlord, a copy of the Master Deed, By-laws and Rules and Regulations of the Association, and an acknowledgement that the tenant(s) have agreed to abide by all of the conduct and usage provisions of all of those documents.

No Lease will be approved for an initial term of less than six (6) months nor any term longer than one (1) year. Extensions and renewals of approved leases may be accomplished without any new application for Permit, upon the following conditions: (1) prior written notice must be given to the Association and (2) no extension or renewal may be for a term in excess of one (1) year.

Rental Permits shall be approved or denied, administered, and enforced by the Board of Directors (or its designated Agent or Committee), in accordance with a "Rental Restriction Policy" which is enacted by the Board and promulgated to the Unit Owners.

The Rental Restriction Policy shall include a provision for assessment against units which are rented, and personally against the owners of those units, to cover the cost of administration of the Policy. All such assessments shall be enforceable in the same manner as general and special assessments.

The Rental Restriction Policy may also include provisions for monetary fines to be levied against Unit Owners who allow occupancy by tenants without issuance of a Rental Permit. Any such fines shall constitute assessments against the relevant Unit and shall be the personal liability of the Unit Owner, and any such fines shall be enforceable in the same manner as general and special assessments.

The Board shall be afforded broad discretion in the adoption, administration and enforcement of the Rental Restriction Policy in order to carry out its purposes.

The Rental Restriction Policy may be amended from time to time by the Board, with promulgation of each amendment to the Unit Owners. The Board shall be afforded broad discretion in the adoption of amendments to the Rental Restriction Policy.

A unit shall not be considered as being "rented," and no Rental Permit shall be required, if the unit is to be principally occupied by an "immediate family member" of the unit owner. "Immediate family member" shall be defined as a (1) parent, (2) sibling, (3) child by blood, adoption or marriage, (4) spouse, (5) grandparent, or (6) grandchild. The definition of "immediate family member" may be broadened in appropriate circumstances in the reasonable discretion of the Board. Notwithstanding the foregoing, if occupancy by an immediate family member (or anyone else) is pursuant to any rental agreement (written or non-written) which will, or might, confer taxable income upon the Unit Owner, such occupancy shall be fully subject to the Rental Restriction Policy and shall require application for a Rental Permit as though no family relationship were present.

**Section 5. Hardship Leasing Permits:** Upon demonstrated, significant hardship conditions, units may be rented even though such rental would result in overall rental occupancy in excess of the fifteen (15%) percent limitation set forth in Section 4, above. A pre-condition of such hardship rental shall be application to the Board (or its designated Agent or Committee) for issuance of a "Hardship Rental Permit," and the approval/acceptance of such application. Financial hardship, alone, shall not entitle a Unit Owner to be granted a Hardship Rental Permit. Standards for the issuance of Hardship Rental Permits shall be incorporated in the Rental Restriction Policy, as outlined in Section 4 of this Article, and the Board shall be afforded broad discretion in the determination of such standards. Units rented pursuant to Hardship Rental Permits may be assessed in the same manner as units rented under "regular" Rental Permits.

## **Article VIII**

### **Condemnation**

**Section 1. Condemnation:** In the event of a taking in condemnation or by eminent domain of a part of the common elements, the award made for such taking shall be payable to the Board of Directors for and on behalf of the Owners, if such award amounts to \$20,000.00 or less and if the award is for more than \$20,000.00. If a majority of the Board in their sole and absolute discretion approve the repair and restoration of such common elements the Board shall arrange for the repair and restoration of such common elements, and the Board or the insurance trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not duly and promptly approve the repair and restoration of such common elements, the Board or the insurance trustee, as the case may be, shall disburse the net proceeds of such award in the same

manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Article V, Section 10 of these Bylaws.

## **Article IX**

### **Records**

**Section 1. Records and Audits:** The Board of Directors or the Managing Agent shall keep detailed records of the actions of the Board and the Managing Agent, minutes of the meetings of the Board, minutes of the meetings of the owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board to all owners at least annually. In addition, an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board to all owners and to all mortgagees of Units who have requested the same, promptly after the end of such fiscal year. In any case the requirements of TCA Section 66-27-502 and 503 must be followed by the Association and owners.

## **Article X**

### **Miscellaneous**

**Section 1. Notices:** All United States mail notices hereunder shall be sent by registered or certified mail to the Board of Director c/o the Managing Agent, or if there is no managing agent, to the office of the Board or to such other address as the Board may hereafter designate from time to time by notice in writing to all owners and to all mortgagees of Units. All notices to any owner shall be sent by registered or certified United States mail to the building or to such other address as may have been designed by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of Units shall be sent by registered or certified United States mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

**Section 2. Invalidity:** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

**Section 3. Captions:** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

**Section 4. Gender:** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 5. Waiver:** No restriction, condition, obligations, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**Section 6. Proxy:** Any act or approval in writing shall be binding upon the person approving same when and until said person revokes in writing such proxy.

**Section 7. Insurance Trustee:** The Board of Directors may employ an insurance Trustee to disperse insurance funds. The Trustee must be First American Bank or its successor having capital, surplus and undivided profits of \$10,000,000.00 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense of the Condominium.

#### **Article XI**

##### **Amendments of Bylaws**

**Section 1. Amendment to Bylaws:** These Bylaws may be modified or amended by the written consent or vote of 67% of all owners of the Condominium.

#### **Article XII**

##### **Conflicts**

**Section 1. Conflicts.** These Bylaws are set forth to comply with the requirements of Tennessee Code Annotated 66-27-201 et seq. as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In case any of these Bylaws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control. Terms which are not defined in the Master Deed and the Plat of record or in these Bylaws shall be deemed to be the same as defined in such Act.

**AFFIDAVIT**

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The undersigned, after having been duly sworn, does hereby swear, depose and affirm to the following:

4. My name is Brenda Duck. I am over eighteen years of age, and I have personal knowledge of the matters set forth in this affidavit;
5. I am the Secretary of River Plantation, Section Two, a Tennessee Not-For-Profit Corporation;
6. I certify that the Fourth Amended and Restated By-Laws of River Plantation, Section Two Condominiums ("Master Deed") has been duly adopted, according to Article XI of the Amended and Restated By-Laws adopted on August 6, 2012.

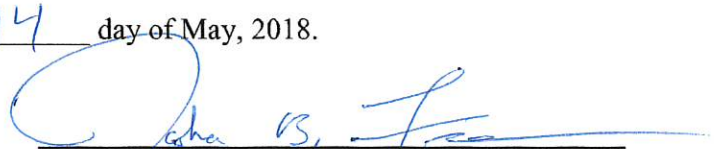
**FURTHER THE AFFIANT SAITH NOT**



**Brenda Duck  
Secretary**

STATE OF TENNESSEE        )  
  )  
COUNTY OF DAVIDSON     )

Subscribed and Sworn to before me on this 14 day of May, 2018.

  
\_\_\_\_\_  
Notary Public

My commission expires: 9/7/2021



**AFFIDAVIT**

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The undersigned, after having been duly sworn, does hereby swear, depose and affirm to the following:

1. My name is Lucas Sullivan. I am over eighteen years of age, and I have personal knowledge of the matters set forth in this affidavit;
2. I am the President of River Plantation, Section Two, a Tennessee Not-For-Profit Corporation;
3. I certify that the Fourth Amended and Restated By-Laws of River Plantation, Section Two Condominiums ("Master Deed") has been duly adopted, according to Article XI of the Amended and Restated By-Laws adopted on August 6, 2012.

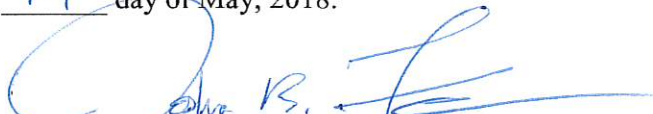
**FURTHER THE AFFIANT SAITH NOT**



\_\_\_\_\_  
**Lucas Sullivan**  
**President**

STATE OF TENNESSEE            )  
  )  
COUNTY OF DAVIDSON        )

Subscribed and Sworn to before me on this 14 day of May, 2018.

  
\_\_\_\_\_  
Notary Public

My commission expires: 9/7/2021

