

AMENDMENT, CONSOLIDATION, AND
RESTATEMENT OR RESTRICTIVE COVENANTS

WHEREAS, Commerce Union Bank, Successor Trustee under three (3) certain trust agreements originally entered into between Thomas P. Kennedy, Jr., and Third National Bank in Nashville, Trustee, each dated July 12, 1974, having been appointed Successor Trustee of each of said trusts by order of the Probate Court of Davidson County, Tennessee, duly entered on April 1, 1977 (the "Developer"), is the developer of a certain tract of real property in Williamson County, Tennessee (the "Property"); and

WHEREAS, Developer has caused to be prepared a plan for the subdivision of the Property, to be known as Belle Rive, into seventy-seven (77) residential lots (the "Lots") and has caused said plans to be recorded in Plat Book 6, page 109, Register's Office for Williamson County, Tennessee; and

WHEREAS, the Lots in Belle Rive are subject to certain restrictions, covenants, and conditions (the "Restrictions") contained in that certain Declaration of Restrictive Covenants (the "Declaration"), of record in Book 317, page 308, said Register's Office, as amended in Book 321, page 179, and in Book 323, page 247, said Register's Office, and in Book 342, page 365, said Register's Office, pursuant to the authority of Article III, Section 2, of the Declaration; and

WHEREAS, Article III, Section 2, of the Declaration, as amended, provides that the Restrictions may be amended at any time and from time to time by an agreement signed by the owners of at least three-fourths (3/4) of the Lots within the subdivision, or by the Developer acting alone prior to the sale of twenty-three (23) of the Lots, or prior to June 30, 1981, whichever may be earliest; and

WHEREAS Developer, as the owner of more than three-fourths (3/4) of the Lots in Belle Rive, desires to amend the Restrictions further, as permitted by Article III, Section 2, of the Declaration, as amended, and to consolidate and restate the restrictions, as heretofore and hereby amended, in this instrument;

NOW, THEREFORE, in consideration of the premises, it is declared:

1. The Restrictions contained in the Declaration, of record in Book 317, page 308, Register's

Office for Williamson County, Tennessee, as amended in Book 321, page 179, and in Book 323, page 247, said Register's Office, and in Book 342, page 365, are hereby amended, pursuant to Article III, Section 2, thereof as follows:

(a) Article I, Section 1(b) is hereby deleted and the following is substituted in lieu thereof:

“The Association and its committees shall have the right of approval of all plans for the construction of improvements or alterations thereto upon the Lots within the subdivision.”

(b) Article I, Section 1(c)(i) and Article I, Section 1(c)(ii) are hereby deleted and the following is substituted in lieu thereof:

“If a one-story house, there shall be a minimum square footage at the main floor living level of not less than three thousand two hundred (3,200) square feet.”

(c) Article I, Section 1(c)(iii) is hereby deleted and the following is substituted in lieu thereof:

“If a two-story house, there shall be a minimum square footage at the main floor living level of not less than three thousand (3,000) square feet.”

(d) Article I, Section 1(d) shall be amended to read as follows:

“Swimming pools and tennis courts must be located to the rear of the rear line of the main dwelling, that is, to the rear of a line which would result by projecting the rear wall of the building to each side Lot line. No swimming pool shall be an above-ground pool. All swimming pools and tennis courts shall be enclosed by a fence approved by the Board, and any chain link fence around swimming pools shall be screened from view by neighboring properties.”

(e) Article I, section 1(e) is hereby deleted and the following is substituted in lieu thereof:

“In the construction of boundary and retaining walls, the use of brick, stone, masonry, or ornamental metal is strongly encouraged; provided, however, that fences shall be permitted by approval of the Board. No fence shall extend closer to the street than the front of the house.”

(f) Article I, Section 1(g) is amended to read as follows:

“No residence may be constructed upon any Lot without a garage or carport, which garage or carport must open to the side or rear of said residence, not to the front thereof. Such garage or carport must be large enough to accommodate at least two (2) automobiles. Such garage or carport must be attached to the residence or connected thereto by a breezeway, and the garage or carport and breezeway must be constructed of the same materials as the residence to which it is attached.”

(g) Article I, Section 1(h) is hereby deleted and the following is substituted in lieu thereof:

“No mobile home shall be allowed on any part of any Lot. Any trailer, camper, boat, or other temporary facility shall not be permitted as a substitute for permanent residences on either a temporary or permanent basis, and any trailer, camper, boat, or other temporary facility must be screened and must not be visible to any neighboring property or residence.”

(h) Article I, Section 1(i) is amended to read as follows:

“Outbuildings are permitted, subject to approval by the Board. All outbuildings must be located to the rear of the rear line of the main dwelling, and must be screened from view. No outbuilding is to be used for residential purposes.”

(i) Article I, Section 1(h) is amended to include a second paragraph, which shall read as follows:

“If any member of the Board or any person owning a Lot in the subdivision has a concern about the appearance or condition of any Lot or improvement thereon, that person shall submit that concern in writing to the Board for review. If the Board determines that there has been a violation of any restrictive covenant, the Board shall notify the owner of that Lot of the problem, and that owner shall have thirty (30) days in which to rectify the problem. If the owner does not take action within that 30-day period, the Board shall issue a verbal warning to the owner. If the owner fails to take adequate action in response to the verbal warning within a reasonable time, the Board shall issue a written warning to the owner of the Lot in question. The owner shall then

have thirty (30) further days in which to take action. If no action is taken within the 30-day period, the Board may take action to the full extent allowed by the law.”

(j) Article II, Section 1 shall be amended to read as follows:

“The restrictions, covenants and conditions set forth herein shall be construed as covenants running with the land and shall be binding and effective until December 31, 2013, at which time they shall be automatically extended for successive periods of ten (1) years each unless it be agreed by vote of a majority of owners within the subdivision to alter, amend or revoke the same, in whole or in part, in which latter event these restrictions, covenants, and conditions shall be altered, amended, or revoked as determined and agrees upon by such majority. Every purchaser or subsequent grantee of any Lot within the subdivision, by acceptance of a deed or other conveyance therefor, shall be deemed to have agreed that these restrictions, covenants, and conditions may be extended as provided in this Article.”

(k) Article II, Section 2, shall be amended to read as follows:

“The restrictions, covenants, and conditions of this Declaration may be amended at any time and from time to time, by agreement signed by at least two-thirds (2/3) of the owners of Lots within the subdivision.”

2. The Restrictions contained in the Declaration, of record in Book 317, page 308, Register’s Office for Williamson County, Tennessee, as amended in Book 321, page 179, and in Book 323, page 247, and in Book 342, page 366, are hereby amended as follows:

(a) Article I, Section 1 is amended to include a Section (j), which reads as follows:

“Driveways must be of asphalt, concrete, aggregate, brick, or cobblestone, with curb cuts as required by the laws of the City of Brentwood, Tennessee.”

(b) Article I, Section 1 is amended to include a Section (k), which reads as follows:

“No visible obstructions that cause short sight distances are permitted. These include, but are not limited to, fences, plants, and other landscaping or structures on corner lots.”

(c) Article I, Section 1 is amended to include a Section (l), which reads as follows:

“No automobile shall be permitted to park on any street for more than twenty-four (24) hours. Each Lot owner shall be responsible for enforcing this provision as to its own cars and the street along the Lot. No inoperable automobiles shall be parked on a Lot or in a street for any period of time.”

(d) Article I, Section 2 is amended to include a Section (i), which reads as follows:

“In the event of destruction of any

3. The restrictions in the Belle Rive Homeowners Association, Inc., By-laws are hereby amended, pursuant to Article III, Section 2 of the Declaration, of record in Book 317, page 308, Register’s Office for Williamson County, Tennessee, as amended in Book 321, page 179, and in Book 323, page 247, said Register’s Office, and in Book 342, page 365 as follows:

(a) Article III, Section I is hereby deleted and the following is substituted in lieu thereof:

“Every household purchasing a Lot within the specified boundary shall be a member of the Association. Membership is required of all homeowners. Each household shall have one (1) vote, and any household delinquent in payment of dues, fees, or fines, shall not be permitted to exercise that vote.”

(b) Article III, Section II is hereby deleted and the following is substituted in lieu thereof:

“Each member household of the Association shall pay dues and special assessments in amounts determined by a majority vote by a quorum of members. The amount shall be reviewed and voted upon annually. Dues shall be payable by November 1st of each year. Non-payment may result in liens, fines, and/or legal action.”

(c) Article VI is hereby amended to include a Section VII, which reads as follows:

“No Board member, committee, or other agent of the Association, who has acted in good faith, without willful or intentional misconduct, shall be personally liable to any Homeowner for damages suffered as a result of action taken.”

(a) Article I, Section 1(b) is hereby deleted and the following is substituted in lieu

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