

**AMENDED AND RESTATED BY-LAWS
OF
COMMUNITY OF CROCKETT SPRINGS
HOMEOWNERS' ASSOCIATION, INC.**

ADOPTED

By

The Membership of the Association

April 6, 2004

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RESTRICTIONS	
05/20/2004	02:40 PM
BATCH	20009
MTG TAX	0.00
TRN TAX	0.00
REC FEE	185.00
DP FEE	2.00
REG FEE	0.00
TOTAL	187.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

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AMENDED AND RESTATED BY-LAWS
OF
COMMUNITY OF CROCKETT SPRINGS
HOMEOWNERS' ASSOCIATION, INC.

SECTION I

PURPOSE AND POWERS

The purpose or purposes for which the Community of Crockett Springs Homeowners' Association, Inc. ("Association") is organized are, in general, to provide an entity to carry out the terms and intent of a certain "Declaration of Covenants and Restrictions" (hereinafter referred to as the "Declaration"), dated December 31, 1974, made and executed by John Coleman Hayes, Jr., a copy of which Declaration and the Exhibits thereto having been attached to and made a part of the Charter of Incorporation of this Association; and specifically to do and provide for the operation and maintenance of the property and facilities in the Community of Crockett Springs ("Community") owned or controlled by the Association, to preserve the values and amenities of the residential community, to provide architectural control of all of the properties at any time made or becoming subject to the Declaration, and to promote the health, safety and welfare of the residents of the properties subject to the Declaration. This Association shall have all the powers provided by law and as are reasonably

necessary or appropriate to carry out its purposes and functions and the terms and intent of the Declaration including, but not limited to the following:

- (a) To make and collect assessments as provided in the Declaration;
- (b) To use the proceeds of assessments in the exercise of its powers and purposes;
- (c) To maintain, repair, replace, improve and operate the properties and facilities owned or controlled by it;
- (d) To provide and furnish management and maintenance services for any property subject to the Declaration on behalf of the Association's Board of Directors ("Board") , or on behalf of any other non-profit corporation or unincorporated organization owning, controlling or having the responsibility for the management and maintenance of any property subject to the Declaration;
- (e) To provide and furnish management and maintenance services for any property subject to the By-Laws and the Declaration on behalf of any Living Unit or property owner ("Owner") owning any property subject to the Declaration;
- (f) To make and amend reasonable rules and regulations governing all of the properties subject to the Declaration;
- (g) To enforce by legal means, if necessary, the provisions of the By-Laws and the Declaration and the rules and regulations adopted by this Association; and
- (h) To contract for the management and maintenance of any property or facilities owned, controlled, managed or maintained by it, and to delegate to such contractor or

agent all powers and duties of this Association, except such as are required by the Charter of Incorporation or by the Declaration or By-Laws to have the approval of the Board of Directors or the Members of this Association.

The powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

In the event of any conflict between any Association Rules and Regulations and any of the provisions of the Declarations or the By-Laws, the provisions of such Association Rules and Regulations shall be deemed to be superseded by the provisions of the Declaration or By-Laws to the extent of such inconsistency.

SECTION II

PRINCIPAL OFFICE

The address of the principal office of the Association in the State of Tennessee shall be the office of the current property manager, and the Association shall have such other offices at such other places within or without the state as the Board of Directors from time to time determine or as the business of the Association may require.

SECTION III

FISCAL YEAR

The first fiscal year of this Association shall end on December 31, 1974, and its subsequent fiscal years on the 31st day of December of each calendar year thereafter, and the books of the Association shall be kept and its income computed in accordance therewith.

SECTION IV

MEMBERS

1. Definition- All of the Owners of Living Units or property subject to the Declaration shall be voting members ("Members") of this Association for such period of time as such person is an Owner.

2. Transferability of Membership- The memberships of Members shall be transferable and shall be deemed to have been automatically transferred upon passage of title to the Living Unit or property which created or established such membership, whether or not such transfer shall be expressed in the deed or instrument or proceeding by which such title is passed.

3. Annual Meeting- The Annual Meeting of the Members of the Association shall be on the first Tuesday in April of each and every calendar year (the first such meeting being in April, 1975), at the office of the Association in Brentwood, Williamson County, Tennessee, or at such other place, and at such hour, as may be fixed by the President of the Board and named in the notice.

4. Special Meetings- Special meetings may be held at any time upon the call of the Board of Directors or by the President acting on his own initiative or when requested in writing by one-fourth (1/4) of the total Members. Such request must state the purpose or purposes for which the meeting is called, and the person or persons

calling the meeting. Business transacted at all special meetings shall be confined to the business stated in the call.

5. Notices- A written or printed notice of every meeting of the Association stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day and hour thereof, and the purpose therefore shall be delivered to the Secretary of the Board for distribution to each Member at least seven (7) days before the date set for such meeting. Such notice shall be deemed delivered when (a) given to the Member personally, or (b) when mailed, postage prepaid, addressed to each Member at his/her address as it appears on the records of the Association. If notice is given pursuant to the provisions of this section, the failure of any Member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. All meetings shall be conducted in accordance with Robert's Rules of Order.

6. Waiver of Notice- A Member may waive the notice of either a regular or special meeting by attendance, either in person or by proxy, at the meeting, or by so stating in writing, either before or after such meeting.

7. Quorum- At all meetings of the Members of the Association, a quorum of the Members shall mean a majority of the Members entitled to vote. If the required quorum is not forthcoming at any meeting except for those as provided in Article V, Section 6, of the Declaration, another meeting may be called without the formal notice requirement, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

8. Voting- At any meeting or proceedings in which the votes of the Members are entitled to be cast, each Member who is the Owner of a Living Unit shall be entitled to one (1) vote for each such Living Unit or property owned or occupied by such Member. If any membership shall be held by one or more persons or entities, or combination thereof, the vote or votes applicable to such membership shall be cast or made as such persons or entities shall decide (by naming a proxy or otherwise), but in no event shall an additional vote or votes be cast with respect to a membership because of such joint or other form of divided ownership or occupancy. Any Member may execute a proxy on a form provided by the Association Secretary, or its management company, which assigns one's voting privilege to another individual for a specific period and a specific meeting. Such written proxy may be revoked either in writing or verbally by the maker by notifying the Association Secretary prior to any vote being taken. The privilege of voting by any Member may be suspended by majority vote of the Board of Directors for non-payment of assessments, or for a violation of the published rules and regulations of the Association, including these By-Laws and any amendments hereto, the Declaration or the Articles of Incorporation, following a hearing before the Board, at which hearing the Member shall be accorded the opportunity to be present and be heard. The decision of the Board rendered after said hearing shall be final.

9. Adjournment- Any meeting of the Association may be adjourned from time to time to such place within Williamson County and time as may be determined by majority vote of the Members present. At any adjourned meeting at which a quorum is

present, any business may be transacted which might have been transacted by a quorum at the meeting originally called. The Secretary or a Board Member will attempt to notify by telephone those Members not present at the originally scheduled meeting.

SECTION V

DIRECTORS

1. Number and Qualification- The affairs of the Association shall be governed by a Board of Directors, each of whom shall be of legal age and shall be an Owner of a Living Unit or property subject to the Declaration. The Board of Directors of the Association shall be composed of five (5) directors who shall be elected by the Members.

2. Term- The Directors of the Association shall be elected for terms of two (2) years or until their successors are elected and qualified.

3. Vacancies- Vacancies in the office of elected members of the Board of Directors caused by reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Members of the Association.

4. Removal of Directors- At any regular meeting or special meeting duly called, any one (1) or more of the Directors elected by Members may be removed with or without cause by a majority of the Members and a successor may then and there be elected to fill the vacancy they created.

5. Regular Meetings- Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be deemed delivered when sent by any usual means of communication at least five (5) days prior to the day named in the notice for such meeting. The notice need not state the purpose of, nor the business to be transacted at, regular meetings.

6. Special Meetings- Special meetings of the Board of Directors may be called at any time by the President or the Secretary on the written request of at least three (3) Directors. Notice shall be deemed delivered when sent by any usual means of communication at least five (5) days prior to the day named for the special meeting. Notice shall state the time, place and purpose of the meeting.

7. Waiver of Notice- A Director may waive the notice of either a regular or special meeting by attendance at the meeting, or by so stating in writing.

8. Quorum- At all meetings of the Board of Directors of the Association, a quorum of the Directors shall mean a majority of the total number of Directors then in office.

9. Action Taken on Written Consent- Whenever the Directors of the Association are required to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all the Directors entitled to vote thereon.

10. Powers and Duties- The Board of Directors shall have the powers and duties

necessary for the administration of the affairs of the Association and may do all such acts and things that are not prohibited by law, the Charter of Incorporation, the Declaration or by these By-Laws. Specifically, the Board of Directors shall be responsible for the following:

(1) The Board shall fix the monthly maintenance fee, which is currently two hundred twenty-five dollars (\$225.00) per Living Unit per month, and which is due on the first day of each month and past due after the fifteenth day of the month. A twenty-five dollar (\$25.00) late fee is assessed by the Association for payment received after the fifteenth day of the month. Any Member delinquent in maintenance fees, late charges, and/or assessments is subject to a lien being filed against his Living Unit and properties and will not be eligible to vote at meetings of the Association.

(2) The Board shall fix and assess a swimming pool (water) fee, which is currently fifty dollars (\$50.00) annually, and a hot tub (water) fee, which is currently ten dollars (\$10.00) annually. Each pool owner is required to notify the Managing Agent anytime his/her pool is drained and refilled, whereupon the Homeowner shall be assessed an additional forty dollars (\$40.00) for water usage.

(3) The Board shall fix annual general assessments upon the basis provided in the Declaration and shall set the date or dates on which such assessments or installments shall become due and payable, and the date they shall commence.

(4) The Board shall set the rate of interest on delinquent assessments (any assessment or installment thereof not paid within fifteen (15) days after the due date

thereof), and provide for the suspension of voting privileges of any Member being delinquent in the payment of assessments.

(5) The Board shall have the power, if it deems there is sufficient cause, in addition to other remedies, to assess fines on an Owner for flagrant disregard of and failure to abide by the By-Laws, the Declaration and the adopted rules and regulations. The Owner upon whom the fine is assessed shall be responsible for the fine and all legal costs relating thereto. Unpaid and delinquent fines are the personal obligation of the Owner, and, to the extent permitted by law, may be assessed and recorded as a lien on the Living Unit. All proceeds from fines assessed by the Board shall be deposited in the Association's Operating Account. Interest at an annual rate of the current prime rate as published in the Wall Street Journal, plus two percent (2%), per annum, shall accrue on an unpaid and delinquent (not paid within thirty (30) days) fine until paid (unless prohibited or limited under applicable law, in which event such charge(s) shall not exceed the amount collectible under such law).

(6) The Board has created an Architectural Control Committee whose members shall be appointed by the Board and serve at the pleasure of the Board, and vacancies on this Committee shall be filled by the Board. If in the opinion of the Architectural Control Committee, any properties, Living Unit or the improvements thereon is not maintained in a manner reasonably consistent with the degree of maintenance of living or residential units in a first-class residential development and reasonably consistent with the aesthetic quality of the properties, the Association,

upon the request of the Architectural Control Committee, after first giving the Owner of the Living Unit and the improvements thereon thirty (30) days' notice, may take all actions necessary to achieve such degree of exterior maintenance of said properties or Living Unit, and the Owner shall pay the cost thereof to the Association upon demand. If the Owner fails to pay the same upon demand, such sum, with interest at an annual rate of the current prime rate, as published in the Wall Street Journal, plus two percent (2 %) per annum, until paid (unless prohibited or limited under applicable law, in which event such charge(s) shall not exceed the amount collectible under such law), may be collected from the Owner as an assessment or charge pursuant to this Declaration; provided, however, in the event said Owner commences maintenance of said properties, Living Unit, or the improvements thereon within thirty (30) days after said notice and pursues the completion of said maintenance with reasonable diligence, but in any event to be completed within sixty (60) days after said notice, the Association shall not take any of the aforesaid actions.

(7) On behalf of the Association, the Board may employ the services of any person or corporation as property manager ("Managing Agent"), together with other employees, to, as may be directed by the Board, manage, conduct and perform the business, obligations and duties of the Association and enter into contracts for such purpose. Such employees shall have the right to ingress and egress over the portions of the properties as is necessary for the purpose of performing such business, duties and obligations. The decisions of the Board with regard to the management, maintenance,

repairs, administration and operation of the Common Areas (as defined in the Declaration) may be executed by the Managing Agent. Such Managing Agent shall be paid a reasonable fee by the Association for the services performed by it. The identity of the Managing Agent shall be announced by the Board at its regular or special meetings.

(8) Since the environs of some Living Units are encumbered with water and sewer lines running on or crossing the property which may from time to time require maintenance, repair or replacement, the Association, or an authorized agent or contractor therefore, shall have the right of entry and access to the courtyard and exterior of the Living Units to effect such maintenance, repair or replacement, if and when required.

The above enumeration of specific duties shall not be taken to limit or restrict in any way the Board of Directors from performing any other duties necessary to the administration of the affairs of the Association, so long as the authority for performing such duties is elsewhere given to the Board under the Charter or the Declaration.

11. Compensation- Directors, as such, shall not receive any stated salary or compensation for their services.

12. Regular Meetings- The Regular Meeting of the Board of Directors shall be held each month on the 2nd Tuesday of the month at 6:30 PM. A public notice of each Regular Meeting, as well as any Special Meeting, shall be posted prior to the scheduled meeting date at the Mailbox Kiosk at the entrance to the Community. A copy of the

proposed Agenda for the meeting shall be posted on the Bulletin Board at the time of posting the public Notice of the Board Meeting.

13. Annual Budget - The Board of Directors shall commence work on the Annual Budget no later than the first day of November, and finalize the Annual Budget prior to the 31st day of December, so that the Monthly Assessment rate for the Community's Fiscal Year will become effective on the first day of January.

14. Official Minutes Book - The Board of Directors shall instruct the Managing Agent to keep the official Minutes Book of the Association and place therein an approved copy of the Minutes of all Regular and Special Board Meetings.

15. Monthly Mailings - Board Minutes of each Meeting and the Operating Statement contained on Pages 1 and 2 of the Association's Income/Expense Statement, as prepared monthly by the Managing Agent, shall be mailed by the Managing Agent to all Homeowners immediately after they are reviewed and approved by the Board.

SECTION VI

OFFICERS

1. Designation- The officers of the Association shall be a President, one or more Vice-Presidents, if and as needed, a Secretary and a Treasurer, and such other officers as the Board of Directors may determine, to be elected by the Directors. The Board may designate the Managing Agent to perform some or all of the duties of Treasurer.

2. Election of Officers- The principal officers shall be chosen annually by the Board of Directors at the first meeting of the Board following the Members' annual

meeting, or as soon thereafter as is conveniently possible. All officers shall be elected to serve at the pleasure of the Board of Directors and until their successors are elected and qualified.

3. Removal of Officers- Any officer may be removed, at any time, without or with cause, by an affirmative vote of a majority of the Board of Directors, and shall not be entitled to any notice of the contemplated removal. A successor shall be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

4. Compensation- All officers of the Association shall serve without compensation.

5. President- The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers which are usually vested in the office of President of an association and shall perform those duties vested in him/her by the Board of Directors.

6. Vice-President- The Vice-President shall perform the duties of the President during his/her absence or disability and shall perform such other duties as may be given him/her by the Board of Directors or the President.

7. Secretary- The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Association, shall give all notices as provided by these By-Laws, and shall have charge of all books and papers as the Board of Directors may

require, all of which shall be open at all reasonable times for any purpose to inspection by any Member of the Association.

8. Treasurer- The Treasurer shall have custody of the funds and securities of the Association and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit any moneys and other valuable effects in the name and to the credit of the Association in such depository as may be designated by the Board of Directors or the President. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors or the President and shall take proper vouchers for such disbursements. The Treasurer shall render to the President and Directors at regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association. The Board may delegate some or all of the duties of the office of Treasurer to the Managing Agent and may require said Managing Agent to post appropriate bond.

SECTION VII

AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.

All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by the President of the Association or by such other person or persons as may be designated by the Board of Directors, provided such designation shall be in agreement with the provisions contained in the Charter and the Declaration. Funds and securities of the Association shall be deposited in such depository as shall be

determined by the Board of Directors from time to time. Checks, drafts, etc. shall be signed by the Managing Agent or by a designated officer in accordance with bank form of resolution executed by all officers of the Association. Checks in excess of Five Hundred Dollars (\$500.00) issued on the Association's Operating Account for Expenditures that have not routinely or already been approved by the Board must be countersigned or approved by at least one Board Member.

SECTION VIII

INDEMNIFICATION

Directors and officers shall discharge the duties of their respective positions in good faith and with that degree of diligence, care and skill which ordinarily prudent men would exercise under similar circumstances in like positions. In discharging their duties, Directors and officers, when acting in good faith, may rely upon financial statements of the Association represented to them to be correct by the Treasurer, or, if a Managing Agent is engaged and given some or all of the responsibilities of Treasurer, the Managing Agent having charge of its books of accounts, or stated in a written report by an independent public or certified public accountant or firm of such accountants represented to them fairly to reflect the financial conditions of the Association. The Association shall indemnify any Director, officer or employee, or former Director, officer or employee, of the Association against expenses actually and necessarily incurred by him/her, and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he/she

is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him/her) except in relation to matters as to which he/she shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The Association may also reimburse to any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the Association that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights or indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled by law or under By-Laws, Covenants, agreement, vote of Members or otherwise.

SECTION IX

GENERAL RULES AND REGULATIONS

1. Association General Rules

(a) The Association Rules and Regulations may not discriminate among Owners and shall be consistent with the Declaration and the By-Laws. A copy of the Association Rules and Regulations, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Such rules upon adoption shall be binding upon all Members of the Association and occupants of

Living Units.

(b) Every act or omission whereby any provision of the By-Laws and Rules and Regulations is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association, the Board or any Owner or Owners of a Living Unit.

(c) The common properties, and in particular the street of Rue de Grande, are not public areas or thoroughfares and no rights in the general public are intended to be created hereby or by the recording of the Plan. Rue de Grande is a private thoroughfare to be owned, maintained, operated and controlled by the Association. Neither the City of Brentwood nor the County of Williamson has any responsibility for maintenance, repair or replacement of the street. The Association reserves the right to control access to the properties by entry onto the street of the properties or otherwise, and to deny entry and access into the properties to any persons who are not authorized to use the street of the properties.

(d) Soliciting within the properties of the Community of Crockett Springs is expressly prohibited, and, no bulletins, notices or flyers relating thereto should be placed on any mailbox, entrance gate to a Living Unit or the Mailbox Kiosk.

(e) There is hereby reserved without further assent or permit, a general easement to all policemen, security guards employed or to be employed by the Association, firemen, ambulance personnel and all similar persons to enter upon the

properties or any portion thereof in the performance of their respective duties.

(f) To assure the preservation of the values and amenities and the desirability and attractiveness of the Community's real property, each Owner shall refrain from any act or use of his/her property and Living Unit which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood or is deemed an eyesore affecting said values and amenities.

(g) No Owner shall permit any thing or condition to exist upon any portion of his/her property or in his/her Living Unit which shall induce, breed or harbor infections, plant disease or noxious insects.

(h) The Association has contracted with a qualified company for curbside collection of garbage, trash and rubbish, with the cost thereof paid for by the Association. The company has provided the occupant of each Living Unit with an approved collection container which shall be exclusively utilized to store all garbage, trash and rubbish and for placement on the street for curbside collection.

(i) Said containers shall not be allowed to be visible on any portion of any of the properties, private driveways or in the garages, except during the days on which rubbish is collected.

(j) No incinerators shall be kept or maintained on any property and no open burning of any kind shall be permitted.

(k) Every Owner must perform promptly all maintenance and repair work within his/her own Living Unit, which, if omitted, would affect the Association's

property in its entirety or in part belonging to other Owners, and is expressly responsible for the damages and liabilities that failure to do so may engender.

(l) The Board may require an Owner of a Living Unit to pay to the Association, upon demand, the costs of any maintenance, repairs or replacement to the Common Properties or to another Living Unit, if required to correct or repair any damage caused by said Owner or his/her family, occupant, workman or employee.

(m) The Association is on a Common Water Meter System and the cost of water and sanitary sewer service provided to the Owners is paid for by the Association and is included as part of the Owners' monthly Association fees. Since there thus is a common sharing of cost, each Owner has the responsibility and obligation to reasonably monitor, conserve and control water usage, including promptly repairing any pipe, connection, fixture, faucet or outlet on his/her property or in his/her Living Unit that is ruptured, leaking or not working properly in order to insure water conservation.

(n) The pursuit of hobbies or other inherently dangerous activities, including without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, rockets or other pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any property, Living Unit or Common Properties without the consent of the Board of Directors of this Association.

(o) The Golf Course is not Crockett Springs Homeowners' Association

property and ownership of a Living Unit does not entitle said Owner or occupant to privileges at The Nashville Golf and Athletic Club nor use the Golf Course, unless specifically authorized by said Club.

(p) No gainful profession, occupation, trade or other non-residential use shall be conducted on or in any Common Properties, properties or Living Unit. Nothing herein shall be deemed to prevent the leasing of any Living Unit from time to time by the Owner thereof for residential purposes only and subject to all of the provisions of the Declaration, By-Laws and Association Rules and Regulations.

(q) If an Owner leases or rents his/her Living Unit, for residential purposes only, it is necessary that the tenants be bound and abide by these same Declaration, By-Laws and Association Rules and Regulations. It is the Owner's responsibility to furnish the tenants a copy of these covenants and restriction and the Owner shall remain primarily responsible for insuring compliance by the tenants.

(r) Any violation of any state, municipal, or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the properties or Living Units is hereby declared to be a violation and subject to any and all appropriate remedies and enforcement procedures.

(s) To assure the preservation of the attractiveness of the Community's real property, each Owner has the responsibility to keep the Community's street, sidewalks, parking and landscaped areas free of garbage, trash, rubbish and litter. A person determined responsible for the improper deposit of litter will be subject to a

fine of twenty-five dollars (\$25.00) per incident, assessed and levied by the Association.

2. Vehicles- The use of any and all parking within the Common Properties, including Rue de Grande and the Living Units' private driveways, together with the terms and conditions with regard to such use, shall be subject to and at all times governed by the Association's rules as the same are in effect from time to time.

(a) Motor vehicles owned by any Owner, or any person occupying a Living Unit, shall be parked in the private driveway of the Living Unit provided for such purpose, or in the Owner's garage. Every garage door shall be kept closed except when the garage is being entered or exited.

(b) No trailer, camper, bus, boat or similar equipment shall be permitted to remain upon any property, Living Unit's private driveway or within the Common Properties unless maintained within an enclosed garage or on a space designated for such use by the Association. No open carports or temporary structures will be permitted for storage of any item, object or vehicle.

(c) Continuous parking of residents' vehicles at the front of the Living Unit is not permitted and will be subject to a fine of twenty-five dollars (\$25.00) assessed and levied by the Association.

(d) No parking of automobiles is permitted on either side of Rue de Grande or on the sidewalks.

(e) Parking in areas on Rue de Grande where No Parking signs are located shall result in the towing of illegally parked vehicles at the vehicle owner's expense.

(f) Parking for temporary guests of Owners, residents and visitors is provided at designated locations shown on the recorded Plot, which space shall be for the use of guests of the Living Unit and Owners generally, and not assigned to individual Owners.

(g) The posted speed for Rue de Grande shall be fifteen (15) miles per hour. Any vehicle moving in excess of the posted speed shall be considered as speeding and the owner and/or operator of said vehicle will be subject to a twenty-five dollar (\$25.00) fine, per incident, assessed and levied by the Association.

(h) The operators of vehicles shall be cautious of golf carts crossing Rue de Grande at the two (2) designated cart crossings.

(i) No motorcycles, motorbikes, motor scooters or similar motorized vehicles shall be permitted to be operated on Common Properties, Owners' properties or on Rue de Grande, except for the purpose of ingress and egress in connection with travel outside of the Common Properties. Violators will be subject to a fine of twenty-five dollars (\$25.00), per incident, assessed and levied by the Association.

(j) Except for golf carts operating within the two (2) designated cart crossing areas, no all-terrain vehicles such as "dirt bikes", three or four wheelers, "go-carts" or similar motorized vehicles shall be permitted to be operated on Common Properties, Owners' properties or on Rue de Grande. Violators will be subject to a fine of twenty-five dollars (\$25.00), per incident, assessed and levied by the Association.

(k) Each Owner shall be primarily responsible for the behavior, conduct

and actions of his/her residents, visitors and guests while they are in the Community, and for assuring compliance with the Association's Rules and Regulations. Littering, lingering, loitering, vandalizing, and any other inappropriate, improper or destructive action outside of or in the Community's Visitor/Guest Parking Area is strictly prohibited and will be subject to a twenty-five dollar (\$25.00) fine, per incident, assessed and levied by the Association.

3. Signs- To preserve and protect the decorum of the Community, the Association reserves the right to restrict and control the placement and use of signs and similar displays.

(a) No signs on, or relating to, properties and Living Units for sale, lease or resale will be permitted to be displayed on any Living Unit or property. Any unauthorized or prohibited sign shall be removed by the Association. This does not preclude an Owner or realtor from using media advertising.

(b) An "Open House" directional sign will be permitted at the entrance to the Community and on the Owner's property or Living Unit on weekends, if erected not more than twenty -four (24) hours before advertised open house hours and if removed promptly upon the end of the advertised time. No sign shall be larger than is reasonable and customary in the area for the purpose of advertising open houses.

(c) To accommodate Owners and realtors, the Association will post a sign at the Mailbox Kiosk at the entrance to Rue de Grande advising where to obtain information about available Living Units. Listings for Living Units should be recorded

by the Owner or his/her realtor with the Managing Agent who shall provide information to inquiries.

(d) No sign or billboard of any kind shall be displayed to the public view on any property or Living Unit, except for typical notice signs of burglar alarm or security companies, which must not be made of highly reflective material or with bright colors and which shall be no larger than is reasonable and customary in the area.

(e) Sales of personal property on the premises by "garage sales", "rummage sales", "patio sales" or similar sales to the general public, and any and all signs relating thereto, are prohibited.

4. Pets-

(a) Owners shall use reasonable efforts to insure that their pets are not a noise or general nuisance to the neighborhood and to insure that their pets at all times remain within the gate and inside of the boundaries of the Owner's Living Unit.

(b) No pets shall be permitted outside of the Living Unit or the Owner's enclosed courtyard or in the Common Properties unless on a leash and accompanied by and in complete control of the pet's owner.

(c) Pet facilities are restricted to the yard of the property. All pet facilities must be maintained and kept clean and free of offensive odors.

(d) Each owner of a pet shall be personally responsible for the control of the pet. No owner shall permit his/her pet to defecate or void on the Association's or any Homeowner's lawn, bush, planting, landscaping, tree, walk, driveway or street in

front of a Living Unit, and, if an incident occurs, the pet's owner is responsible for immediately removing, cleaning up and properly disposing of any feces.

(e) Upon written request of any Member, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal, bird, fowl, poultry or livestock is a generally recognized house or yard pet, or a nuisance, or obnoxious or whether the number of animals or birds is reasonable.

(f) Failure by an Owner to comply with these pet restrictions may, after notice of a violation is given to the Owner, result in a fine of twenty-five dollars (\$25.00); per violation, assessed and levied by the Association.

5. Insurance-

(a) The Association does not provide an insurance policy on the Living Units, since each Owner of a Living Unit is responsible for the insurance on his/her Living Unit and property, however, the Board shall obtain from reputable insurance companies qualified to do business in the State of Tennessee and shall maintain in force at all times the following policies of insurance, or such other policies providing such coverage in such amounts as recommended from time to time by a professional insurance advisor:

* Fire and extended coverage insurance on all improvements located in or upon the Common Properties (currently, the entrance structure, fencing, automatic gates, sprinkling system, lighting and Mailbox Kiosk), the amount of such insurance to be not less than one hundred percent (100%) of the full

insurable replacement cost value of all such improvements (as determined not less than annually in conjunction with the insurance company issuing such policy), less a \$250.00 deductible. The Board shall use its best efforts to obtain and maintain in full force at all times insurance coverage adequate to provide sufficient funds to pay the cost of reconstruction substantially in accordance with the original plans and specifications thereof in the event of destruction or damage to any such improvements from fire or other casualty covered by extended coverage.

* Comprehensive public liability insurance insuring the Board, the Association, and the Members of the Association against liability to, and claims of, the public, the Members of the Association and any other person, firm or entity, occurring in or upon the Common Properties, or based upon, incident to or arising out of: (1) the ownership or use of the Common Properties; or, (2) the activities of the Association. Such coverage shall provide for cross-liability endorsement wherein the right of named insured shall not be prejudiced with respect to actions by them against another named insured, together with an express waiver of the right of subrogation against any named insured. Limits of liability on such coverage shall be as follows: Not less than \$1,000,000.00 General Aggregate limit, \$1,000,000.00 Each Occurrence, \$1,000,000.00 Personal and Advertising Liability, \$50,000.00 Fire Legal Liability, and \$5,000.00 Medical Payments.

* Such other insurance including Workmen's Compensation Insurance to the extent necessary to comply with any applicable law and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property. Current Association Professional Liability-Officers and Directors has a liability limit of \$1,000,000.00 each loss and \$1,000,000.00 each year.

(b) Each Owner shall, at his/her expense, obtain and maintain in full force at all times fire and extended coverage insurance on all structures and improvements located upon his/her property and Living Unit and betterments thereto, the amount of such insurance to be one hundred percent (100%) of the full insurable replacement cost of all such structures and improvements.

(c) Each Owner shall, at his expense, obtain and maintain comprehensive personal liability insurance covering liability for damage to person or property of others located within such Owner's property or in another Living Unit in the Community or upon the Common Properties resulting from the negligence of the insured Owner to the extent not covered by the Association's insurance.

(d) Each Owner acquiring separate insurance coverage, as required by the Association, shall furnish the Association with a copy of such policies within ten (10) days following acquisition, shall immediately advise the Association of any change(s)

subsequently made thereto, and shall annually furnish to the Association a copy of each renewal.

(6) Exterior of Living Units and Property-

(a) No exterior construction, modification, change or improvement (including, but not limited to, swimming pools, hot tubs, patios, patio covers or divider walls) shall be permitted to begin without first requesting and obtaining a review of the proposed undertaking and written approval of the Architectural Control Committee.

(b) No satellite dish, tower antenna, aerial or other facilities for the reception or transmission of radio, television broadcasts or other means of communication may be installed or maintained on any Living Unit or property, except that a digital signal television satellite dish, not exceeding eighteen (18) inches in diameter, may be approved by the Architectural Control Committee. No installation of a digital signal television satellite dish shall be permitted without the Owner first requesting and obtaining a review of the proposed undertaking and receiving written approval of the Architectural Control Committee. Any violation of this requirement shall result in the levying of a fine, and the issuance and enforcement of an order for the immediate removal, at the expense to the Owner, of the unauthorized, unapproved installation.

(c) No solar panels or collectors may be installed or maintained on any Living Unit or property.

(d) No lawn, sidewalk, walkway or path lights may be installed outside

the courtyard and walls of the Living Unit without the prior approval of the Architectural Control Committee. Flood lighting is not permitted where exposed to adjacent properties or streets. Illumination necessary for evening activities must be directed downward and be only bright enough to provide for the safe traverse of steps and paths. Night lighting for pools and patios must not be directed toward any adjacent properties. Eave lights may not be installed on the fronts of Living Units in such a fashion as to shine on adjacent properties or the street, and, if installed on the sides, may not be directed to the fronts of Living Units so as to shine on adjacent properties or the street.

(e) Each Owner is responsible for keeping the exterior of his/her Living Unit neat and in a good state of repair, repainting, replacing and refurbishing as needed. Paint used on the exterior of all Living Units must be the same colors as formulated for the Community of Crockett Springs. Both the beige and brown approved colors can be purchased from Porter Paint Company, which has the specific formulas and will mix these upon request.

(f) No lumber, brick, stone, block, concrete or other building materials, nor any other supply, thing or material used for building purpose, shall be stored outside the gate, in the courtyard or outside any Living Unit, or the Common Areas, except for the purpose of construction on such Living Unit or the Common Areas, and then only with the prior written approval of the Architectural Control Committee and for such length of time as is reasonably necessary for the construction of the

improvement than in progress.

(g) Each Owner is responsible for keeping the area around the gate, courtyard, backyard and outside of his/her Living Unit at all times clear of any accumulation of chattel, property, objects, materials or debris which may be visible from neighboring property or the adjacent street and clutters the area, creating an eyesore.

(h) The Board, on behalf of the Association, may annually engage a licensed, bonded and insured termite control company to inspect the grounds and outside foundation of each Living Unit for any signs of termite activity. If any evidence of infestation is noted, said company shall be authorized to immediately take necessary measures to exterminate and treat the affected property and the Owner shall grant access to the Living Unit for an inside visual inspection to ascertain whether adjacent Living Units have been affected.

(i) The landscaping company retained by the Association will maintain all common areas as well as the grass and shrubs outside the gates and courtyards of the properties. Each Owner shall maintain, cultivate and keep in good condition and repair shrubs, trees, grass, lawns, plantings and other landscaping located, or from time to time placed, upon his/her property and the individual Owner is responsible for adding trees, shrubs or flowers and for replacing dead plants, shrubs, trees, grass or other landscaping on his/her property with others of same or similar type. In the event of the Owner's failure to comply, the Board shall notify such Owner in writing, specifying the

nature of such lack of compliance.

SECTION X

BY-LAWS MODIFICATION

These By-Laws may be altered, amended, added to or repealed by a majority vote of the members of the entire Association at any annual or special meeting for which proper notice has been provided. Any changes proposed to be considered or acted upon at such meeting must be stated in the purpose section of the required meeting notice.

SECTION XI

DISSOLUTION

As provided in Article X of the Charter of this Association, the Association may be dissolved upon such action receiving two-thirds (2/3) of the votes which all Members present or represented at a meeting called for such purpose are entitled to cast. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be transferred or conveyed to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such transfer or conveyance is refused acceptance by such public agency, the assets of the Association shall be transferred and conveyed to any non-profit corporation, trust or other organization to be used for similar purposes.

* * * * *

These Amended and Restated By-Laws of the Community of Crockett Springs Homeowners' Association, Inc., unanimously approved and adopted by the

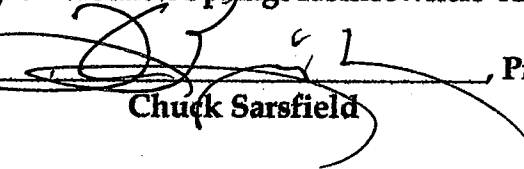
Membership of the Association in accordance with the Declaration of Covenants and Restrictions on this 6th day of April, 2004, become immediately effective and are substituted for, supersede and replace all previous Association By-Laws and Rules and Regulations.

* * * * *

REFER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COMMUNITY OF CROCKETT SPRINGS HOMEOWNERS' ASSOCIATION, INC. FOR OTHER PROVISIONS. COPIES OF THIS DOCUMENT, AS WELL AS ADDITIONAL COPIES OF THESE AMENDED AND RESTATED BY-LAWS, CAN BE OBTAINED FROM THE MANAGING AGENT, OR FROM THE PRESIDENT OF THE BOARD OF DIRECTORS OF THE ASSOCIATION.

IN WITNESS WHEREOF, the said Board of Directors has caused its name to be signed to these presents by its duly authorized official, this 12 day of MAY, 2004.

The Community of Crockett Springs Homeowners' Association, Inc.

By  President
Chuck Sarsfield

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

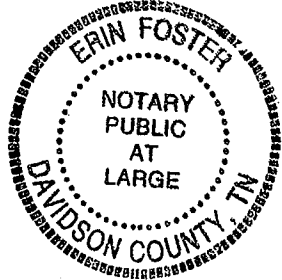
Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Chuck Sarsfield, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be President of the Community of Crockett Springs Homeowners' Association, Inc., the within named bargainer, a Tennessee Corporation, and he, as President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Witness my hand and seal this 12th day of May, 2004.

Erin Foster
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires
July 29, 2006



PREPARED BY JAMES DRASS