

Mar 1

Prepared by and Return to:
William E. Miller & Associates
1650 Murfreesboro RD STE 225
Franklin, TN 37067-5089

**SECOND AMENDMENT TO SECOND
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ROSEMONT**

THIS SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEMONT (the "Second Amendment") is executed and effective this 1st day of January 2009, by Rosemont Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, Rosemont (the "Development") is a residential subdivision in Williamson County, Tennessee, as more particularly described in the final Plat for Rosemont, as amended, of record in Plat Book 29, page 31, Register's Office for Williamson County, Tennessee; and

WHEREAS, the Development is subject to and governed by that certain Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Rosemont (the "Declaration"), of record in Book 2584, page 518, Register's Office for Williamson County, Tennessee, as amended of record in Book 4460, page 336; and

WHEREAS, the Period of Developer Control, as defined in the Declaration, has lapsed and the Class A Members have full and equal voting rights pursuant to the terms of the Declaration; and

WHEREAS, the Class A Members have voted to amend the declaration as provided herein. Copies of the signatures of the members are attached hereto.

NOW, THEREFORE, the Association, after the requisite affirmative vote of two thirds (2/3's) or more of the Class A Members, amends the Declaration as follows:

1. **Amendment to Article IV, Section 12** Article IV, Section 12 is deleted in full and the following substituted in lieu thereof:

"12. Effect of Non-Payment of Imposition. If any Imposition hereunder is not paid upon the due date, or if any similar charge otherwise agreed to be paid by Owners in this Declaration is not paid when due, then such Imposition shall be delinquent and shall accrue interest thereon at a rate of eight (8%) percent commencing upon the due date. If such imposition is not paid within ninety (90) days after the due date, then the Association may bring an action at law against the owner personally, and/or at its option, foreclose the lien against the Lot by court action or trustee sale as hereinafter provided, and there shall be added to the amount of such Imposition, all

reasonable attorney's fees and costs incurred by the Association in any such action, and in the event a judgment is obtained, such judgment shall include interest on the Imposition as indicated above."

2. **Amendment to Article VI, Section 1, Paragraph q - Basketball Goals** Article VI, Section 1, Paragraph q is deleted in full and the following substituted in lieu thereof:

"q. Basketball Goals. Permanent basketball goals shall not be permitted unless they have been approved by the ARC. Clear acrylic backboards are suggested. Portable basketball goals shall be permitted on the condition that they do not remain in view overnight."

3. **Amendment to Article VI, Section 1, Paragraph r – Outside Recreation Equipment** Article VI, Section 1, Paragraph r is deleted in full and the following substituted in lieu thereof:

"r. Outside Recreation Equipment. Outside recreation equipment may be placed upon any Lot so long as (i) the equipment is located within the rear yard area at a setback of no less than ten (10) feet from all septic areas, and (ii) the design and location is approved by the ARC prior to the installation. It is understood that the ARC may, without limitation, require screening with landscaping, fences or walls. For the purpose of this paragraph, outside recreation equipment shall include swings, slides, trampolines, playhouses and similar equipment or structures. All equipment must be of approved materials. Tree houses must be reviewed and approved by the ARC: they must be structurally sound and fully constructed with roof, walls, proper ventilation and safety precautions installed."

4. **Amendment to Article VI, Section 1, Paragraph t – Signs** Article VI, Section 1, Paragraph t is deleted in full and the following substituted in lieu thereof:

"t. Signs. No sign, billboard or poster of any kind shall be erected, exhibited, maintained or placed upon any Lot except during construction thereon, or sale thereof. Each lot may have not more than one sign, and each such sign shall be professionally prepared and must be approved by the ARC prior to installation."

5. **Amendment to Article VI, Section 2, Paragraph k – Fireworks** Article VI, Section 2, Paragraph k is deleted in full and the following substituted in lieu thereof:

"k. Dangerous Activities. The pursuit of hobbies or other inherently dangerous activities including without limitation the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms (including, without limitation, "B-B" guns, air rifles, pellet guns, and small firearms of all types), fireworks (except for the fourth of July) or other pyrotechnic devices of any type or size, and other such activities shall not be allowed upon any Lot or within the Common Areas."

6. **Amendment to Article VI, Section 2, Paragraph m – Garbage** Article VI, Section 2, Paragraph m is deleted in full and the following substituted in lieu thereof:

"m. Garbage and Refuse Disposal. No Lot or any Common Area shall be used or maintained as a dumping ground for rubbish. Incinerators shall not be used or permitted to be erected or placed

on any Lot. Trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be concealed from view by screening or otherwise by the Owner and be kept in a clean and sanitary condition. No curbside garbage pickup is permitted."

7. Amendment to Article IX, Section 1 Article IX, Section 1 is deleted in full and the following substituted in lieu thereof:

"1. Sales, Resales and Advertising. In order to preserve and protect the decorum of the community of residences within the Development, the Association shall strictly enforce its limitation on signs and placards of any kind. This does not preclude an Owner from media advertising, including Internet and brokerage listings; but all traffic must be by individual appointment. There shall be no "Open House" signs installed more than three days immediately prior to the date of the Open House, and such signs must be immediately removed at the conclusion of the Open House. The Association shall have the power and authority to adopt such additional restrictions and provisions concerning advertisement and sale procedures as the Association believes, as evidenced by the Approval of the Board, will promote the orderly, harmonious and nondisruptive marketing of Lots."

8. Amendment to Article XI, Section 2 Article XI, Section 2 is deleted in full and the following substituted in lieu thereof:

"2. Amendment. The covenants and restrictions contained in this Declaration may be amended unilaterally by the Developer, without joinder of any Owner, until the termination of the Period of Developer Control. Thereafter, any amendment of this Declaration will require the affirmative vote of at least two-thirds (2/3) of the Votes entitled to be cast by the then Members of the Association at a duly called meeting of the Association at which a quorum is present. In the event no such quorum is obtained, then a subsequent mailing of ballots shall be made. An affirmative vote of at least two-thirds (2/3) of the Votes entitled to be cast shall be required to amend the covenants and restrictions contained in this Declaration. By way of clarification, this process of amendment does not apply to making Additional Properties part of the Development as described in Article II, Section 2, nor shall any amendment affecting the rights of the Developer under Article II, Section 2 or the rights of Mortgagees be effective until approved by the Developer or by Mortgagees as provided in Article X, Section I hereof, as the Article X case may be. To the extent then required by applicable laws and/or regulations, all amendments of this Declaration must be approved by the Planning Commission of Williamson County, or its successor governmental entity. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other property now or hereafter made subject to this Declaration by other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein."

9. Creation of Article XI, Section 10 Article XI, Section 10 is hereby created and shall read as follows:

"10. Time for Construction. All undeveloped lots purchased after the date of recording of this Amendment must commence construction of a residence within 24 months of the date of

purchase of said undeveloped lot. Any owner of an undeveloped lot as of the date of recording of this Amendment is exempt from this provision."

10. **Binding Effect; Controlling Instrument.** This Second Amendment shall be binding upon and inure to the benefit of the parties, there successors and assigns. In the event of a conflict between this Second Amendment and the Declaration as amended, this Second Amendment shall control.

11. **Defined terms.** All defined terms used in this Second Amendment shall, unless provided otherwise, have the same meanings as attributed to them in the Declaration.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to be executed as of the date first above written.

Rosemont Homeowners Association, Inc.,
a Tennessee not-for-profit corporation

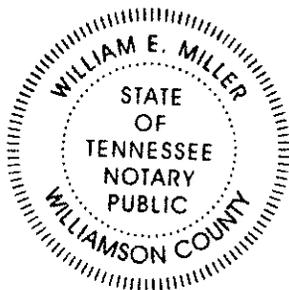
By: *Robert Spies*
Its: President

Date: February 5, 2009

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, William E. Miller, a Notary Public in and for the County and State aforesaid, personally appeared Robert Spies, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Rosemont Homeowners Association, Inc., a Tennessee not-for-profit corporation, the within named bargainor, and that he as such 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 its President.

Witness my hand and seal at office in Franklin, Tennessee, the 5th day of ~~November~~ February 2009
~~2008.~~

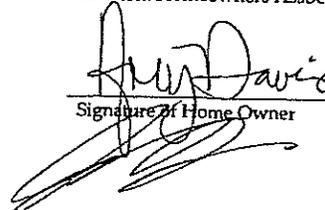


William E. Miller
Notary Public

My Commission Expires: ~~January 27, 2009~~
December 10, 2012

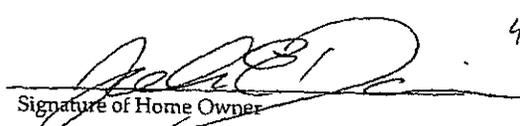
Signatures of Owners Approving Amendment

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner

Carrolton Drive
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner

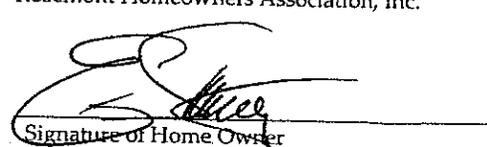
4225
4200 Carrolton Drive
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner

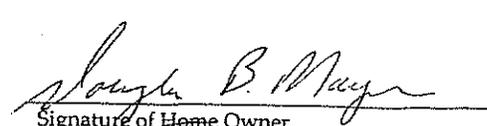
4200 Carrolton Drive Should be 4230
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner

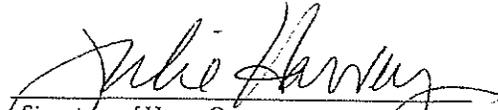
4200 Carrolton Drive
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner
Jt

4312 Belle Mina Lane
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner

4237 Carrolton Drive
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner

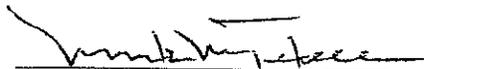
4313 Belle Mina Lane
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner

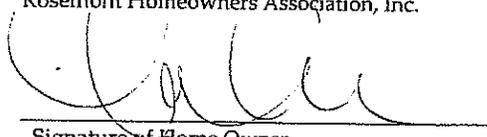
4412 Peytona Lane
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner

4300 Belle Mina Lane
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner

4209 CARROLTON DRIVE
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.


Signature of Home Owner

4233 Carrolton Drive
4233 carrolton Drive
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

Betsy Crocker-Henley
Signature of Home Owner

4245 Carrolton Drive
Franklin, TN 37064
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

Elizabeth H. Fisher
Signature of Home Owner

4248 CARROLTON DRIVE
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

A. R. [Signature]
Signature of Home Owner

4201 Carrolton Drive
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

Robert [Signature]
Signature of Home Owner

4404 Peytona Lane
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

Robert [Signature]
Signature of Home Owner

4221 Carrolton Drive
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

Barcl Dosunmu
Signature of Home Owner

4241 Carrolton Drive
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

Cassie Popert
Signature of Home Owner

4229 CARROLTON DRIVE
4229 Carrolton Drive
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

Ronald G. Hughes
Signature of Home Owner
Patricia Hughes

4415 PEYTONA LANE
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

Ronald G. Hughes
Signature of Home Owner
Patricia Hughes

4411 Peytona Lane
Ronald G. Hughes
Property Address (PLEASE PRINT)
LOT 103

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

Ronald G. Hughes
Signature of Home Owner
Patricia Hughes

4212 Arno Road
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

James Barber Connor
Signature of Home Owner

4205 Carrolton Drive
Property Address (PLEASE PRINT)

By signing below, I am stating that this is my vote on the proposal. I certify that I am a home owner and member of the Rosemont Homeowners Association, Inc.

[Signature]
Signature of Home Owner

4236 Carrolton Drive
Property Address (PLEASE PRINT)

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Ronald G. Gibbs
Signature of Home Owner
Patricia Gibbs

4408 Peytona Lane
Property Address (PLEASE PRINT)

BK/PG: 4735/939-947

09007011

RESTRICTIONS	
02/18/2009	11:25 AM
BATCH	141300
MTG TAX	0.00
TRN TAX	0.00
REC FEE	45.00
DP FEE	2.00
REG FEE	0.00
TOTAL	47.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS