

Prepared by and Return to:
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**THIRD AMENDMENT TO SECOND
AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ROSEMONT**

BK: 5455 PG: 634-637

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4 PGS: AL - RESTRICTIONS
JESSICA BATCH: 235875 12/02/2011 - 02:41 PM
BATCH 235875
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 20.00
ARCHIVE FEE 0.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 22.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

THIS THIRD AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROSEMONT (the "Third Amendment") is executed and effective this 15TH day of December 2011, 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, Book 4735, Page 939, and Book 5213, Page 856.

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 on file at the Property Manager's Office (Tom Buida Real Estate Services Inc., 7113 Peach Court, Suite 204, Brentwood, TN 37027), and a supporting schedule is attached hereto as Exhibit A.

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 VI, Section 1, Subsection f Tennis Courts.** Article VI, Section 1, Subsection f is deleted in full and the following substituted in lieu thereof:

"f. Sporting Courts, Tennis, Basketball or Other Sport Courts. Sporting Courts, Tennis, Basketball or Other Sport Courts for the use of Owners and their guests may be constructed on Lots so long as: (i) a regulation court (one-half court in the case of basketball) can be accommodated within the rear yard area at a distance of no less than ten (10) feet from the primary and secondary septic fields and ten (10) feet from the property line(s); (ii) landscaping screens the court from view from any street within the Development and from adjoining Lots; and (iii) the ARC has approved the location, fencing, wall materials and overall design."

2. **Amendment to Article VI, Section 1, Subsection g. Swimming Pools, Therapy Pools, Hot Tubs and Spas.** Article VI, Section 1, Subsection g is deleted in full and the following substituted in lieu thereof:

“g. Swimming Pools, Therapy Pools, Hot Tubs and Spas. Swimming pools, therapy pools, and spas for the use of Owners and guests may be constructed on Lots so long as: (i) they are below ground level and of a permanent nature; (ii) the location complies with the minimum setback requirements shown on the Plat; (iii) pool facilities shall be located in the rear yard only and at a minimum setback of 25’ from the septic fields; (iv) all applicable laws, ordinances, rules and regulations of governmental agencies are met and all necessary governmental permits are obtained by the Owner; (v) pools are completely fenced in a manner approved by the ARC; (vi) construction is not commenced until after the Improvements consisting of the residence has been commenced; and (vii) the ARC has approved the design and location.

Hot tubs may be installed so long as: they (i) are located in the rear yard directly behind the house and screened from view; (ii) no piping, pumps, filters or other mechanical equipment shall be exposed to view; (iii) no water from the tub is to be allowed to drain onto adjoining property (hot tub owners will be held liable for any and all repairs for damages to property due to run off or drainage damage to adjoining properties); (iv) lighting of hot tubs shall be placed so that it is not intrusive to adjoining properties; (v) covered tops must be kept on hot tubs at all times when not in use and properly secured; and (vi) must be installed according to municipal codes.”

3. **Amendment to Article VI, Section 1, Subsection l. Gaslights and Open Flame.** Article VI, Section 1, Subsection l is deleted in full and the following substituted in lieu thereof:

“l. Street Lights. Each Owner of a Lot shall have a uniform combination of post/street light/mail box/address number-street name sign which may have electric or gas as its source of illumination and all elements of which shall remain constantly illuminated. Each unit shall be comprised of a Gas-Light Manufacturing Company, “Bavarian” Model GLM #1200 post mounted fixture utilizing a dual inverted gas mechanism, if fueled by gas. If the aforementioned fixture is not available a profile as closely as possible approximating the same shall be used.”

4. **Amendment to Article VI, Section 1, Subsection m. Mailboxes.** Article VI, Section 1, Subsection m is deleted in full and the following substituted in lieu thereof:

“m. Mail Boxes. Each Owner of a Lot shall be responsible for the acquisition and installation of a uniform combination post/street light/mail box/house number sign. There shall be no names displayed on the mail boxes. Address numbers and street name shall be displayed.”

5. **Amendment to Article VI, Section 1, Subsection p. Occupancy Permit.** Article VI, Section 1, Subsection p is deleted in full and the following substituted in lieu thereof:

“p. Occupancy Permit. No residence upon any Lot may be occupied prior to the issuance of a final or temporary use and occupancy permit for the same by the proper authorities of Williamson County.”

Binding Effect and Controlling Instrument: This Third Amendment shall be binding upon and inure to the benefit of the parties, their successors and assigns. In the event of a conflict between this Third Amendment and the Declaration as amended, this Third Amendment shall control.

Defined Terms: All defined terms used in this Third Amendment shall, unless provided otherwise, have the same meaning as attributed to them in the Declaration.

In Witness whereof, the Association has caused this Third Amendment to be executed as of the date first written above.

Rosemont Homeowners' Association Inc.,
A Tennessee non-for-profit corporation.

By: Robert Spies
President

Date: December 1, 2011

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Stephanie J Williams, 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 purposes therein contained, by signing the name of the corporation by himself as its President.

Witness my hand and seal in Brentwood, Tennessee the 1st day of Dec 2011.

Stephanie J Williams
Notary Public

My commission Expires 11/27/14

