

BYLAWS

FOR COTTAGES AT INNSBROOKE
HOMEOWNERS ASSOCIATION, INC.

THIS DOCUMENT SHOULD REMAIN WITH
OWNER'S CLOSING PAPERS AND BE PASSED
ON TO NEW OWNER WHEN UNIT IS SOLD.

AMENDED AND RECORDED

FEBRUARY 27, 2017

This Instrument Prepared by:
INNSBROOKE BOARD OF DIRECTORS
363 FOREST GLEN COURT
MURFREESBORO, TN 37128

AMENDMENT TO BYLAWS FOR THE COTTAGES
AT INNSBROOKE HOMEOWNERS ASSOCIATION, INC.

This Amendment to Bylaws is executed by the Undersigned officers of the Cottages at Innsbrooke Homeowners Association, Inc. this 24 day of February, 2017.

WITNESSETH

WHEREAS, the Bylaws of the Cottages of Innsbrooke Homeowners Association, Inc. are recorded in Record Book 669, page 1282-1309; Book 967, page 3134-3138; Book 1030, page 3524; and Book 1119, page 3963 of the Registers office of Rutherford County, Tennessee; and

WHEREAS, Article IX, Section 3 provides the Bylaws may be amended by any vote of not less than 67% of the Unit Owners; and

WHEREAS, at a duly called meeting of the Innsbrooke Homeowners Association, Inc. on February 17, 2017, by the affirmative vote of more than 67% of the Unit Owner, the Unit Owners voted to amend said Bylaws;

NOW, THEREFORE, said Bylaws listed above are rescinded and hereby replaced by Attachment A (2017 Bylaws - General) and Attachment B (2017 Bylaws - Rules and Regulations).

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 903102
Rec'd: 120.00 Instrument #: 2070686
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 2/27/2017 at 10:18 AM
Total: 122.00 in
Record Book 1550 Pgs 2304-2327

AMENDMENT A

BY LAWS OF THE COTTAGES AT
INNSBROOKE HOMEOWNERS
ASSOCIATION, INC.

THIS INSTRUMENT PREPARED BY
INNSBROOKE BOARD OF DIRECTORS
363 FOREST GLEN COURT
MURFREESBORO, TN 37128

2017 BY-LAWS - General

ARTICLE I

NAME AND LOCATION

Section 1. Principal's Office.

The name of the corporation is THE COTTAGES AT INNSBROOKE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 363 Forest Glen Court, Murfreesboro, TN 37128.

Section 2. Place of Meetings.

All meetings of the Association shall be held at the Clubhouse located at 363 Forest Glen Court, Murfreesboro, Tennessee 37128, or at a location designated by the Board.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THE COTTAGES AT INNSBROOKE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Board" means the Board of Directors of the Association.

Section 3. "By-Laws" means the By-Laws of the Association and shall be amended from time to time.

Section 4. "Common Area" and "Common Elements" means all the property except for the Units and the Private Elements and, without limiting the generality of the foregoing, shall include those items defined as "general common elements," including the following:

- (1) The Parcel;
- (2) All drives, access roads, parking area and open spaces on the parcel as shown on the plat;
- (3) All foundations, main walls, from the studs out and columns, or roofs;
- (4) All yards, and gardens, except as otherwise provided or stipulated;
- (5) All compartments or installations of central services such as power, light, gas, water and the like;
- (6) Pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit or serving only such Unit);

Section 5. "Property" means all the land, property and space now or hereafter comprising the parcel, and all buildings, structures and other improvements now or hereafter erected, including the building and all easements, rights, privileges and appurtenances belonging or in any way pertaining thereto, and all furniture, fixtures, for enjoyment of the Unit Owners.

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Section 6. "Unit" means an enclosed space intended for occupancy as a single family residential living unit.

Section 7. "Unit Owner" means, collectively if more than one, the person(s) whose estate(s) or interest(s) aggregate fee simple ownership of a Unit, and pays assessed maintenance dues to this Association.

ARTICLE III

UNIT OWNERS; MEETINGS

Section 1. Annual Meeting.

The annual meeting of the Association shall be held in the second calendar month, with the week and day to be decided by the Board of Directors, following the close of the Association's fiscal year.

Section 2. Special Meetings.

Special meetings may be held at any time upon the call of the President or upon the call of not less than ten percent (10%) of the Unit Owners. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association.

Section 3. Notice of Meetings.

A written or printed notice of every meeting of the Association, starting 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 thereof, shall be given by the Secretary or the person or persons calling the meeting, at least three (3) days before the date set for the meeting. Such notice shall be given to each member in any of the following ways: (a) by any manner permitted under the By-Laws, or (b) by leaving the same with him/her personally, or (c) by leaving the same at the residence or usual place of business of such member, or (d) by mailing it, postage prepaid, addressed to such member at his/her address as it appears on the records of the Association, or (e) if such member cannot be located by reasonable efforts, by posting said notice in the main lobby of the community clubhouse. 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 at such meeting.

Section 4. Waiver of Notice.

The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of Section 3 of this Article III. Any meeting so held without objection shall, notwithstanding the fact that no notice thereof was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken; provided, however, that where a member has pledged his/her vote by mortgage, deed of trust or agreement of sale, only the presence of the pledge will be counted in determining whether the notice is waived with regard to business dealing with such matters upon which the member's vote is so pledged.

Section 5. Quorum; Voting

At any meeting of the Association, sixty-seven percent (67%) of the Unit Owners, present or by proxy, shall constitute a quorum and, except as otherwise provided herein, in the Declaration or in the Act, the concurring vote of a majority of the Unit Owners shall be valid and binding upon

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the Association. In the event a member has pledged his/her vote by mortgage, deed of trust or agreement of sale, the member's vote will be recognized in computing a quorum with respect to any business conducted concerning such matters upon which said member's vote is so pledged or mortgaged unless the mortgage, deed of trust or agreement of sale provides otherwise, in which event such instruments shall control. In the event of such mortgage or pledge, the Unit Owner shall provide the Association with a copy of the pledging or mortgaging instrument.

Section 6. Membership; Voting

Any person or combination thereof owning any Unit duly recorded in his/her or its name, the ownership of which shall be determined by the records of the Register's Office for Rutherford County, Tennessee, as to any and all units owned thereby, shall be a member of the Association, and whether in person or by proxy entitled to a vote equivalent to one vote for each Unit so owned at all meetings of the Association. Any provision of these B-Laws to the contrary, notwithstanding co-owners or joint owners, shall be deemed one Unit Owner and one Member. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member (or if a Unit is jointly owned then by co-owners or joint owners, by all such co-owners or joint owners; or if such member is not a natural person, by the proper representative(s) thereof), and shall be filed with the Secretary, and unless limited by its terms, such authority shall be deemed good until revoked in a writing filed with the Secretary. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him/her in such capacity, whether or not the same shall have been transferred to his/her name by a duly recorded conveyance, in case such Unit shall not have so been transferred to his/her name, he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee holding such Unit in such capacity. Whenever any such Unit is owned by two (2) or more persons jointly according to the record, the vote therefore may be exercised by any one of the owners present in the absence of protest by the other or others; provided, however, that when the vote of an owner or owners has been pledged by mortgage or deed of trust of record, only the vote of the pledge will be recognized upon those matters upon which the owner's or owners' vote is so pledged, except as otherwise provided in Section 5.

To the fullest extent permissible under applicable law and any applicable rules or regulations of the Federal National Mortgage Corporation, a Unit Owner who is delinquent in the payment of any assessments or other amounts owed to the Association by such Unit Owner, and any representative of any such Unit Owner, shall not be entitled to exercise the privilege of voting on matters submitted to a vote or the Unit Owners, although such Unit Owners may be counted for the purpose of determining whether a quorum is present at a meeting of the Association.

Section 7. Adjournment.

Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, with notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted by a quorum at the meeting originally called.

ARTICLE IV

BOARD OF DIRECTORS; MEETINGS

Section 1. Number & Qualification.

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A Board of Directors shall govern the affairs of the corporation composed of seven (7) persons, and all such Directors shall be Unit Owners. Only one (1) person from each unit may serve on the Board of Directors at the same time.

Section 2. Powers and Duties.

The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law, or by these By-Laws, directed to be exercised and done by the Unit Owners.

Section 3. Other Powers and Duties.

In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall have the following powers and duties.

- (a) To elect and remove the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association;
- (c) To engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that any management agreement relating to the Property shall be terminable for cause without penalty upon not more than thirty (30) days' notice and shall have a term of not less than one (1) year, nor more than three (3) years, which term shall be renewable upon approval of the Board;
- (d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) To adopt rules and regulations, with written notice thereof to all Unit Owners, Governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules from time to time;
- (f) To provide for surveillance, maintenance, repair and replacement of the Common Elements and the buildings and payment therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager or the Managing Agent;
- (g) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, to engage or contract for the services of others; to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements; and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);
- (h) To appoint committees of the Board and to delegate to such committees of the Board's authority to carry out certain duties of the Board as provided in these By-Laws;
- (i) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (j) To determine, review and approve the annual budget for the Association and to provide the manner of assessing and collecting from the Unit Owners their respective shares of the expenses of the Association and the Property, as hereinafter provided. Any increase in fees shall be limited to no more than ten percent (10%) annually or \$15.00 monthly, whichever is less, without the approval of sixty-seven percent (67%) of the Unit Owners;
- (k) To provide for the preparation of financial statements for the Association on a monthly basis;

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- (l) Unless otherwise provided herein, to comply with the instructions of a majority of the Unit Owners as expressed in a resolution duly adopted at any annual or special meeting of the Association;
- (m) To obtain and maintain insurance policies as required by these By-Laws, and in this regard, annually to review the amounts of coverage afforded by such policies;
- (n) To borrow money for the purposes of repair or restoration of the Common Elements with the approval of the members of the Association; and
- (o) To exercise all other powers and duties of the Board of Administration or Unit Owners as a group that are provided in the Act, and all powers and duties of a Board of Directors referred to in these By-Laws.

Section 4. Manager or Managing Agent; Employees Generally.

The Managing Agent shall perform such duties and services, including the duties listed in Section 3 of this Article IV, as are authorized by the Board of Directors. The duties conferred upon the Managing Agent by the Board of Directors may be revoked, modified or amplified at any time by the vote of the Association in a duly constituted meeting. The Board of Directors or the Managing Agent (with the approval of the Board of Directors) may employ any other employee or agents to perform such service contracts on behalf of the Association as are necessary and appropriate, and shall have authority, but not the obligation, to assume, on behalf of the Association, any service contracts that comply with the requirements and limitations imposed herein.

Section 5. Election and Term of Office.

The Directors of the Association shall be elected by the affirmation vote of a majority of the Unit Owners. At the first annual meeting, the terms of office for the first Board of Directors shall be fixed whereas one (1) Director shall serve for one (1) year, three (3) Directors shall serve for two (2) years, and three (3) Directors for three (3) years.

At the expiration of the initial term of office of each respective Director, his/her successor shall be elected by all those entitled to vote to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies.

Vacancies in the Board of Directors caused by any 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, even though they may constitute less than a quorum; and such person so elected shall be a Director until a successor is elected at the expiration of said term.

Section 7. Removal of Directors.

At any regular meeting or special meeting duly called, any one or more of the elected Directors may be removed, with or without cause, by not less than sixty-seven percent (67%) of the Unit Owners, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. Any Director who misses three (3) consecutive meetings shall be removed.

Section 8. Compensation.

No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him/her for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously

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adopted by the Board of Directors before the services are undertaken. A Director may not be an employee of the Association.

Section 9. Regular Meetings.

The first meeting of a newly elected Board of Directors for their services as Directors shall be held within one (1) week of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing the whole Board is present.

Section 10. 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 not less than four (4) Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, addressed to his/her residence, or by telephone, at least three (3) days prior to the day named for such meeting.

Section 11. Special Meetings.

Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, addressed to his/her residence, or by telephone, which notice shall state the time, place (as hereinabove provided) 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 upon the written request of not less than four (4) Directors.

Section 12. Waiver of Notice.

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him/her of the time and place thereof. If all the Directors present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Directors' Quorum.

At all meetings of the Board of Directors, four (4) Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a different time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Bonds of Officers and Employees.

The Board of Directors shall require that all officers and employees (including any management agent) of the Association handling or responsible for Association Funds shall be covered by blanket fidelity bonds naming the Association as obligee, which bonds shall be in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Property. Each such bond shall contain an agreement to notify the Board, the holder of a first mortgage or deed of trust on a Unit and every other person in interest who shall have requested such notice at least thirty (30) days prior notice of any cancellation or material alteration of such bond. The premiums of such bonds shall be paid by the Association as a common expense of the Association.

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ARTICLE V

OFFICERS

Section 1. Designation.

The principal officers of the Association shall be President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in their judgement may be necessary. An officer may serve in more than one capacity provided, however, that there shall be no less than two (2) persons serving as officers; and further provided that no one person shall serve as both President and Secretary simultaneously.

Section 2. Election of Officers.

The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

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, either with or without cause, and his/her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors for such purpose. Any officer who misses three (3) consecutive meetings shall be removed.

Section 4. President.

The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors. He/she shall have all the general powers and duties that are usually vested in the office of president of an association of property owners, including the power to appoint committees from among the Unit Owners from time to time as may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President.

The Vice President shall take the place of the President and perform his/her 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 do so on an interim basis. The Vice President also shall perform such other duties as from time to time shall be imposed upon him/her by the Board of Directors.

Section 6. Treasurer.

In absence of a management company the Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate records of all receipts and disbursements in books belonging to the Association. He/she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as from time to time may be designated by the Board of Directors. Financial reports will be posted on Clubhouse bulletin board.

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Section 7. Secretary.

In the absence of a management company, 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 other powers and duties as may be incidental to the office of Secretary, given by these By-Laws or assigned to him/her from time to time by the Directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro-tempore who shall keep the minutes of such meeting and record them in books provided for that purpose. Minutes will be posted on Clubhouse bulletin board.

ARTICLE VI

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Expenses; Assessments.

As provided in the Declaration, the Unit Owners shall contribute, pro rata on the basis of their respective proportionate shares, to the expenses of administration and operation of the Common Elements and the Association, including insurance premiums and the cost of operation, maintenance, repair and replacement of and additions to the Common Elements, together with any other expenses or liabilities incurred by the Association in accordance with the By-Laws. The Board shall fix a monthly charge for each Unit in an amount sufficient to provide for the Unit Owner's proportionate share of all such current expenses, reasonable reserves for future expenses of administration, reasonable reserves for the expenses of utilities, periodic maintenance, repair and replacement associated with the Common Elements and such other expenses as the Board may deem necessary. Any increase in fees shall be limited to no more than ten percent (10%) annually or \$15.00 monthly, whichever is less, without the approval of sixty-seven percent (67%) of the Unit Owners. Such monthly charge shall be due and payable in advance on the first day of every month, shall bear interest at the delinquency interest rate from the date due until paid, and such charges, together with interest as aforesaid and a reasonable attorney's fees of the Association, shall be a lien on the Unit, assessed prior in right to all other charges whatsoever except assessments, lien and charges in favor of the State of Tennessee, Rutherford County, or the City of Murfreesboro, for taxes past due and unpaid on such Unit, and amounts and liabilities secured by first Mortgage instruments duly recorded. Monthly payment not received by the fifteenth (15th) of each month will be considered delinquent and a late fee of \$10.00 will be charged. Any check returned by the bank will have a \$20.00 charge assessed to the Unit Owner. If a Unit Owner has two (2) bad checks returned by the bank then the Board will accept only cash or a money order. In the event any Unit Owner is delinquent in the payment of any monthly assessment for a period in excess of thirty (30) days, the Association is authorized to sever or disconnect all utility connections to his/her Unit, provided such severance or disconnection does not invalidate the Association's fire and casualty insurance, and to take such other actions as are authorized by the By-Laws. A lien will be placed on any Unit when monthly payments are past due by three (3) months.

Section 2. Working Capital and Reserve Funds.

- (a) A working capital fund shall be maintained by the Association to insure that the Association will have funds available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or advisable by the Board.

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- (b) A reserve fund shall be maintained by the Association to insure that the Association will have funds available for the replacement of and any necessary additions to the Common Elements. The reserve fund shall be funded from the regular monthly assessments for common Expenses and shall be maintained in an account for the use and benefit of the Association. A one-time charge of \$400.00 will be charged to new Homeowners when a house is sold. This money will go toward the master reserve of the Association. Disbursements from such fund shall be made as directed by the Board.

Section 3. Maintenance and Repair.

- (a) Every Unit Owner must perform promptly all maintenance and repair work within or with respect to his/her Unit that, if omitted, would affect the Property Units entirety or a part belonging to other Unit Owners, and is responsible for the damages and liabilities that his/her failure to do so may cause.
- (b) All internal installations of a Unit including water, light, power, sewage, telephone and sanitary installations and lamps and all other accessories constituting a part of such Unit shall be maintained at the Unit Owner's expense.
- (c) A Unit Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any Common Elements damaged through his/her fault.

Section 4. Use of Units.

All Units shall be used in accordance with the provisions of the By-Laws and the Rules and Regulations.

Section 5. Rules and Regulations.

Amended and recorded under separate document.

Section 6. Remedies.

In the event of any violation of the By-Laws or the Rules and Regulations by any Unit Owner (either by his/her own conduct or by the conduct of any occupant of his/her Unit), the Association shall have each and all of the rights and remedies that may be provided for in these By-Laws or the Rules and Regulations, or that may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner or others for enforcement of any lien and the appointment of a receiver for the Unit and Ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgement for payment of money and collection thereof, or for the right to take possession of the Unit and to sell the same as provided hereinafter, or for any combination of remedies or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs, attorney's fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the delinquency interest rate until paid, shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of his/her respective share of the Common Expenses, and the Association shall have a lien for all of the same as well as for nonpayment of Common Expenses, upon the Unit, and its appurtenant interest in the Common Elements, of such defaulting Unit Owner and upon all his/her additions and improvements thereto, provided, however, that such lien shall be subordinate to the lien of

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a first mortgage or deed of trust on the Unit as provided. In the event of any default by any Unit Owner, the Board shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner and be secured by the lien hereinabove provided. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board, on behalf of the Association. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgage and deed of trust liens against the Units.

The violation of any restriction, condition, rule or regulation adopted by the Board or the breach of any covenant or provision contained in these By-Laws or the Rules and Regulations shall give the Board, acting on behalf of the Association, the right, in addition to any other rights provided for in these By-Laws: (a) to enter (either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Property upon which or as to which such violation or breach exist, and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning or the provisions hereof, and the Board or its employees or agents, 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 breach, or (C) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by his/her own conduct or by the conduct of any other Occupant of his/her Unit) shall violate the Act or any of the covenants or restrictions or provisions of these By-Laws or the Rules and Regulations, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request from the Board to cure such violations, then the Board shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his/her Unit, and thereupon an action in equity may be filed by the Board, on behalf of the Association, against said defaulting Unit Owner for a decree of mandatory injunction against such defaulting Unit Owner or Occupant, or the alternative, for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use or control the Unit owned by him/her on account of said violation, and ordering that all right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms of the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring his/her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or liens hereunder, shall be paid to defaulting Unit Owner in said decree. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage ownership interest in the Common Elements, and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take title to the Unit sold subject to these By-Laws.

Section 7. Right of Entry.

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The Managing Agent or any person authorized by the Board of Directors shall have the right to enter each Unit at any time in case of emergency and at all other reasonable times in the Unit Owner or Occupant is present. Every Unit Owner and Occupant shall permit other Unit Owners or the representatives to enter his/her Unit at reasonable times for the purpose of performing authorized installations, alterations or repairs to any Common Elements therein for central services, provided that request for entry are made in advance.

Section 8. Title.

Every Unit Owner shall promptly cause to be duly recorded in the Register's Office for Rutherford County, Tennessee, the deed, lease, assignment or other conveyance to him/her of his/her Unit or other evidence of his/her title thereof, and file such evidence of his/her title with the Board through the Secretary, and the Secretary shall maintain such information in the record of ownership of the Association.

Section 9. Deeds of Trust and Mortgages.

Any holder, insurer or guarantor of a deed of trust or mortgage with respect to a Unit may file a copy of such instrument with the Board through the Secretary, or otherwise identify to the Board through the Secretary the name and address of such holder, insurer or guarantor and the number of address of the corresponding Unit, and the Secretary shall be required to notify such holder insurer or guarantor of:

- (a) Any condemnation loss or any casualty loss that affects a material portion of the Property or the Unit covered by such mortgage or deed of trust;
- (b) Any delinquency in the payment of expenses or charges owed relating to the Unit encumbered by such mortgage or deed of trust that remains uncured for sixty (60) days, and that the holder or mortgagor may, at its option, pay such delinquent expenses;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action that would require the consent of a specified percentage of deed of trust or mortgage lien holders.

Any holder of a deed of trust or mortgage with respect to a Unit may, upon written request to the Board through the Secretary, receive a copy of the Association's financial statement for the immediately preceding fiscal year.

Section 10. Insurance.

The Board on behalf of the Association, as a Common Expense, shall at all times keep the buildings insured as provided in the By-Laws, and from time to time upon receipt thereof cause to be deposited promptly with the Unit Owners and mortgagees of the Units or interest therein, true copies of such insurance policies or current certificates thereof, without prejudice to the right of any Unit Owner to insure his/her Unit for his/her own benefit.

In every case of such loss or damage, all insurance proceeds shall be applied as set forth in the By-Laws. If reasonably available, every such policy of insurance shall:

- (a) Provide that the liability of the Insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of, any other insurance obtained by or for any Unit Owner;
- (b) Contain no provision relieving the Insurer from liability for loss occurring while the hazard to the buildings is increased, regardless of whether within the knowledge or control of the Board, or because of any breach of warranty or condition of any other act or neglect by the Board or any Unit Owner or Occupant or any other person under any of them;

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- (c) Provide that such policy may not be canceled (regardless of whether requested by the Board), except by the insurer giving at least thirty (30) days' prior written notice thereof to the Board, the Unit Owners, each holder of a first mortgage or deed of trust relating to a Unit who has filed a copy thereof with the Board as hereinabove provided, and every person in interest who shall have requested such notice of the insurer;
- (d) Contain a waiver of any right of subrogation to any right of the Board or Unit Owners against any of them or any other person under them;
- (e) Contain a standard mortgage clause that shall:
 - (1) Provide that any reference to a mortgage in such policy shall mean and include all holders of mortgages on any Unit, in their respective order and preference, whether or not named therein;
 - (2) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board, any Unit Owner or Occupant or any person under any of them;
 - (3) Waive any provision invalidating such mortgage clauses by reason of the failure of any mortgagor to notify the insurer of any hazardous use of vacancy, and any requirement that the mortgagor pay any premium thereon, and any contribution clause; and
 - (4) Provide that without affecting any protection afforded by such mortgage clause, any proceeds payable under such policy shall be payable to the Association.

The Board, on behalf of the Association, as a Common Expense, also shall effect and maintain comprehensive general liability insurance as provided in the By-Laws, and from time to time upon receipt thereof cause to be deposited promptly with the Unit Owners and mortgagees of the Units or interest therein, current certificates of such insurance, without prejudice to the right of any Unit Owner to maintain additional liability insurance with respect to his/her Unit.

If the Property is located in an area designated by the Department of Housing and Urban Development as having special flood hazards, then the Board, on behalf of the Association, as a Common Expense, also shall effect and maintain flood hazard insurance.

ARTICLE VII

EXECUTION OF INSTRUMENTS

Section 1. Exculpation.

No Director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his/her own willful misconduct or gross negligence.

Section 2. Indemnification.

The Association shall indemnify and advance expenses to each Director and Officer of the Association and to each member of any committee appointed by the Board pursuant to these By-Laws (and, in either case, his/her or its heirs, executors, administrators, successors and assigns, as the case may be), to the full extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted. The Association may indemnify and advance expenses to any employee or agent of the Association who is not a Director or Officer (and his/her or its heirs, executors, administrators, successors and assigns, as the case may be), to the same extent as to a Director or Officer, if the Board determines that to do so is in the best interest of the Association. The Association also may indemnify and advance expenses to any

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employee or agent of the Association who is not a Director or Officer (and his/her or its heirs, executors, administrators, successors and assigns, as the case may be) to the extent, consistent with public policy, that may be provided by these By-Laws, general or specific action of the Board.

Section 3. Non-Exclusivity of Rights.

The indemnification and advancement of expenses provisions of Section 2 of this Article VII shall not be exclusive of any other right that any person (and his/her or its heirs, executors, administrators, successors and assigns, as the case may be) may have or hereafter acquire under any statute, provision of these By-Laws, resolution adopted by the Board, agreement or policy of insurance, purchased by the Association or otherwise, both as to action in his/her official capacity and as to action in another capacity.

Section 4. Insurance.

The Association at its expense may maintain insurance to protect itself, and any individual who is or was a Director, officer, employee or agent of the Association, or who, while in the capacity of a Director, Officer, employee or agent of the Association.

Section 5. Miscellaneous.

The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge the Association's obligation under this Article; the increase shall be limited to no more than \$500.00 annually, without the approval of sixty-seven percent (67%) of Unit Owners; provided, however that the liability of any Unit Owner arising out of any contract made by other acts of the Board or out of the aforesaid indemnity in favor of the Board, shall be limited to such Unit Owner's proportionate share of the total liability thereunder or hereunder. Every agreement made by the Board on behalf of the Unit Owner and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such Unit Owner's proportionate share of the total liability thereunder.

ARTICLE IX

MISCELLANEOUS

Section 1. Books and Records.

Current copies of these By-Laws, other rules and regulations concerning the Property and the books, records and financial statements of the Association shall be available for inspection by any Unit Owner or by any holder, guarantor, or insurer of any first mortgage or deed of trust covering a Unit at the principal office of the Association. For purposes of this paragraph, "available" shall mean available for inspection, upon request, during normal business hours. Copies may be purchased by such persons at reasonable cost, to be established from time to time by the Board. Any person requesting to review THE COTTAGES AT INNSBROOKE records must have approval from the Board of Directors and give two (2) days' notice, Monday thru Friday between the hours of 8 am – 4 pm. Request are to be made to the residing Secretary or Treasurer. Copies may be for fifty cents (.50) per copy for person use".

Section 2. Financial Statements.

A statement of assets and liabilities and a statement of revenues and expenses for the association shall be prepared for each fiscal year of the Association. These Statements shall be audited by an independent certified public accountant selected by the Board when deemed

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necessary by the Board. Said financial statement shall be available within one hundred twenty (120) days of the Association's fiscal year-end, and shall be provided to any holder, insurer or guarantor of any first mortgage or deed of trust on a Unit who submits a written request thereof.

Section 3. Amendment of By-Laws.

Except as otherwise specifically provided in these By-Laws, these By-Laws may be amended, modified or revoked in any respect from time to time only by the vote of not less than sixty-seven percent (67%) of the Unit Owners; provided, however, that (a) the percent (51%) of the votes of Units subject to deeds of trust or mortgages held by Eligible Mortgagees shall be required for the amendment of any provision of these By-Laws that relates to any Major Decision, (b) the contents of these By-Laws always shall contain those particulars that are required to be contained herein by the Act, and (c) no modification of or amendment to these By-Laws shall be valid unless set forth in an amendment.

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BYLAWS OF THE COTTAGES AT
INNSBROOKE HOMEOWNERS
ASSOCIATION, INC.

THIS INSTRUMENT PREPARED BY:
INNSBROOKE BOARD OF
DIRECTORS, 363 FOREST GLEN
COURT, MURFREESBORO, TN 37128

2017 BYLAWS - RULES AND REGULATIONS

ARTICLE I

NAME AND LOCATION

Section 1. Principal's Office.

The name of the corporation is THE COTTAGES AT INNSBROOKE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 363 Forest Glen Court, Murfreesboro Tennessee 37128.

Section 2. Place of Meetings.

All meetings of the Association shall be held at the Clubhouse located at 363 Forest Glen Court, Murfreesboro, Tennessee 37128, or at a location designated by the Board.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THE COTTAGES AT INNSBROOKE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Board" means the Board of Directors of the Association.

Section 3. "By-Laws" means the By-Laws of the Association and shall be amended from time to time.

Section 4. "Common Area" and "Common Elements" means all the property except for the Units and the Private Elements and, without limiting the generality of the foregoing, shall include those items defined as "general common elements," including the following:

- (1) The Parcel;
- (2) All drives, access roads, parking area and open spaces on the parcel as shown on the plat;
- (3) All foundations, main walls, from the studs out and columns, or roofs;
- (4) All yards, and gardens, except as otherwise provided or stipulated;
- (5) All compartments or installations of central services such as power, light, gas, water and the like;
- (6) Pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit or serving only such Unit);

Section 5. "Property" means all the land, property and space now or hereafter comprising the parcel, and all buildings, structures and other improvements now or hereafter erected, including the building and all easements, rights, privileges and appurtenances belonging or in any way pertaining thereto, and all furniture, fixtures, for enjoyment of the Unit Owners.

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Section 6. "Unit" means an enclosed space intended for occupancy as a single family residential living unit.

Section 7. "Unit Owner" means, collectively if more than one, the person(s) whose estate(s) or interest(s) aggregate fee simple ownership of a Unit, and pays assessed maintenance dues to this Association.

ARTICLE III

Section 1. Rules and Regulations.

In order to assure the peaceful and orderly use and enjoyment of the buildings and Common Elements of the Property, the Board from time to time may adopt, modify and revoke in whole or part such reasonable rules and regulations, to be called Rules and Regulations, governing the conduct of persons in said Property as it may deem necessary. The Rules and Regulations also shall be subject to any additions, modifications and revocations adopted by a vote of not less than sixty-seven percent (67%) of the members of the Association at any meeting duly called for that purpose. The Rules and Regulations, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Unit Owner and shall be binding upon all members and occupants of the Property.

These Rules and Regulations will be enforced by a Rules and Regulations enforcement committee, which will be selected by the Board of Directors.

The initial Rules and Regulations shall be these:

- (1) Units shall be occupied in a manner consistent with the rules and regulations promulgated by the Secretary of Housing and Urban Development for 55-or-Older Housing, pursuant to the Housing for Older Persons Act of 1995, as codified at 42 U.S.C. §3607(b)(2)(c). To maintain the COTTAGES AT INNSBROOKE status and be in compliance with the Housing for Older Persons Act of 1995 (HOPA), a HUD/HOPA Verification of Occupancy Survey will be completed every "even" calendar year (2018, 2020, etc.) Each unit must be for residential purposes only; no more than two (2) persons, one of whom is at fifty-five (55) years of age and none younger than twenty-one (21), may permanently occupy any unit. The Board may grant written permission for a third person to occupy a Unit if the third person's occupancy is necessary to care for either or both primary occupants. That third person must be over the age of twenty-one (21). No Unit, or any portion of any Unit, may be rented. No homeowner or realtor may place any person in a unit for any purpose without the approval of the majority vote of the Board of Directors.
- (2) No one may carry on any unlawful, noxious, or offensive activities in any Unit or elsewhere on the Property, nor may anyone do anything which constitutes a nuisance causing unreasonable noise or disturbance to others.
- (3) No one may carry on a trade or business of any kind in any Unit.
- (4) Each Unit Owner must maintain his/her Unit interior in good condition and in good order and repair. The Unit Owner may not do or allow to be done anything in his/her Unit which would increase the cost of or cause the cancellation of insurance on other Units or the Common Elements.
- (5) No clothing, sheets, blankets, laundry or other articles (other than draperies, curtains, or shades of a customary nature and appearance), shall be displayed, hung, stored, or otherwise used inside or outside the Unit so as to be visible outside of the Unit. No

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furniture, equipment or other personal articles shall be placed in the entrances or other Common Elements.

- (6) No Unit owner may paint, decorate, or adorn the outside of his/her Unit, nor make any exterior modification(s) including, but not limited to installation of a canopy, awning, etc., without prior written permission from the Architectural Review Committee of the Board of Directors. A Unit Owner may, however, place and maintain outdoor furniture and decorative foliage of a customary nature on his/her patio or porch. The installation of any radio, television aerial or antenna, or satellite dish must comply with all building codes. It is preferred that the installation of same shall not be visible from the street or attached to the brick façade of the unit, as long as signal reception is not impaired, causes unreasonable delays, or unreasonably increases the cost of installation to ensure safety and minimize any visual effect.
In the event that the Unit Owner cannot comply with the above restrictions, the Unit Owner shall submit a proposed installation location to the Homeowners Association Board of Directors. The Board will meet within five (5) days of the submission of the proposal and contact the Unit Owner with the Board's decision within seven (7) days of the submission.
- (7) No sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door or other part of the property, except such as shall have been approved in writing by the Board; nor shall anything be projected out any window of the building without similar approval, except one (1) For Sale sign may be placed in the front yard. The sign size may not exceed 3 ft. x 3 ft., and a sign indicating the presence of a monitoring system.
- (8) No one may damage the Common Elements or unreasonably interfere with their use, maintenance or operation.
- (9) No alteration of any Common Elements, or any additions or improvements thereto, may be made without the prior written approval of the Board. Any Unit Owner may make alterations, additions, or improvements within his/her Unit without written approval provided, however, that the Unit Owner is responsible for any resulting damage to other Units, the Common Elements, the Property, or any part thereof.
- (10) No animals may be raised or bred in any Unit. No more than two (2) four-legged pets (cat and or dog) may be kept in a Unit. Pets must be kept in strict accordance with the Rules and Regulations and any applicable local government regulations. They may not be kept for any commercial purpose, nor constitute a nuisance to others. All dogs owned by Unit Owners and kept in a Unit shall be on a leash while outside the Unit.
- (11) Trash, garbage and other waste must be kept in sanitary containers and be disposed of in a clean and sanitary manner. Trash containers must not be visible from any street except immediately before and after trash collection times. At all other times, trash containers should be properly sealed and stored in the Unit's garage.
- (12) Articles of personal property belonging to any Unit Owner, i.e., tools, furniture, clothing, etc., may not be stored or kept in or on any part of the Common Elements.
- (13) No Unit Owner may overload electrical wiring or operate any machines, appliances, accessories, radios, or equipment, which might cause an unreasonable disturbance to others.

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- (14) No fencing other than privacy fencing may be erected on the Property.
- (15) No structure such as a tent, shack, barn, or outbuilding, is permitted on the Property at any time, temporarily or permanently without the prior written permission of the Board.
- (16) Vehicles other than the Unit Owner's personal vehicles (including, but not limited to, trailers, boats, boat trailers, motor homes, large commercial trucks, etc.) may not be parked on any COTTAGES AT INNSBROOKE street or parking slot, except for loading and unloading, for a period no longer than 24 hours. Such vehicles and accessories may, however, be parked inside the Owner's closed garage.
- (17) The Board is concerned with keeping the exterior of all Units attractive, in good repair, and in conformity with the overall community appearance. Permission from the Architectural Review Committee of the Board of Directors must be obtained in writing, prior to any addition or alteration to the exterior of a Unit, including but not limited to: storm doors, storm windows, vertical rising garage doors and privacy fences.
- (18) **Due to safety and liability issues, no** Unit Owner or occupant nor any family member, agent, invitee, guest or licensee of a Unit Owner or occupant shall be allowed on the roof of the buildings or in any heating, air-conditioning or electrical equipment rooms constituting Common Elements without the express permission of the Managing Agent or the Board.
- (19) All damage to the buildings or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article
- (20) No Unit Owner shall interfere in any manner with any portion of the heating, air-conditioning or lighting apparatus constituting part of the Common Elements and not part of the Unit Owner's Unit.
- (21) No Unit Owner shall use or permit to be brought into the building any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the written consent of the Board.
- (22) Garage doors shall be kept closed except when opened for the purpose of ingress and egress or for short periods of time while working on outside projects. However, when the outside temperature exceeds 75 degrees, doors may be raised to a height of 12" – 18" from the ground for ventilation purposes.
- (23) Names are not allowed on homes or mailboxes on a permanent basis but will be permitted during Holidays or Special request made to the Board.
- (24) The Unit Owner must keep the interiors of their Units clean and free from obstructions. The Board and the Managing Agent assume no liability for loss or damage to articles stored or placed in the building.
- (25) Any damage to the buildings or equipment caused by Unit Owners or their family members, agents, invitees, guest or licensees shall be repaired at the expense of the Unit Owners responsible.
- (26) Unit Owners shall be held responsible for the actions of their family members, agents, invitees, guests and licensees.

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- (27) Complaints regarding the management of the buildings and grounds or regarding the actions of other Unit Owners shall be made in writing to the President of the Board.
- (28) No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining Units, nor shall any nuisance or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.
- (29) The Common Elements are intended for use for the purpose of affording movement within and among the buildings and of providing access to the Units. No part of the Common Elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall anything be done thereafter in any manner that may increase the rate of hazard and liability insurance covering said area.
- (30) The use of the Units, the buildings and the Common Elements by the Unit Owners and their family members, agents, invitees, guest and licensees at all times shall comply with all applicable laws, ordinances and regulations, including any restrictions on use imposed by applicable building codes.
- (31) Invalidation of any part or any one (1) or more of these Rules and Regulations by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These Rules and Regulations may be added to, amended or repealed at any time by the Board of Directors.

YARD DECORATIONS RULES AND REGULATIONS

- 1. Trellis' or lattice work...May not be added to front porches.
- 2. Birdbaths...Must be placed in back yards
- 3. No ornaments or decorations may be hung from trees.
- 4. Nothing can be attached to the house except poles for American flags. All flags must be in good condition. Any damaged flags must be replaced.
- 5. Garden hose hangers may be attached to the side or back of the Unit, however, Unit Owners with front water faucets wishing to leave garden hoses attached shall use decorative hose holders (concealing hose). This holder will be placed on the ground under faucet location.
- 6. No decorations are allowed on mailboxes except at Christmas.
- 7. No change to color of doors or shutters is allowed without Board approval.
- 8. No benches or chairs are allowed in front yards.
- 9. Statues...One statue and one garden flag are allowed per Unit in front yard or porch and must be no higher than two (2) feet.
- 10. Planters...All residents may adorn their porches with as many non-hanging plants and or flowers as they see fit as long as they are alive and well maintained.
- 11. Flowers...May be planted in mulch in front or side yard of Unit.
- 12. Wreaths...May be hung on front doors.
- 13. Shepherd Hooks...One per unit in mulch.
- 14. Edging of plants...Only one layer of edging may be installed and it should be secured in the ground. The edging cannot be laid on top of ground.

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15. No planting of trees or additional shrubs in front yard without Landscaping Committee and Board approval.
16. No artificial flowers.
17. All bird feeders and chimes must be in back yard.
18. Shrub or flower containers may be placed in common area between driveways of Units, by the house.
19. Any unit with landscaping lights must be same size, shape and style and kept in working order.

These guidelines allow each homeowner to have a total of five possible yard decorations in the front yard or porch area if #9(2), #10, #13, and #12 are all used.

GROUNDS

Your assistance in the orderly maintenance of the grounds and yard plantings in a manner keeping with the overall community appearance is required. Any landscaping additions or alterations or any request to plant trees, shrubs, etc., must be submitted in writing for prior approval to the Landscaping Committee of the Board of Directors.

1. Additions to the yards such as, but not limited to, plantings must be submitted in writing for prior approval from the Landscaping Committee of the Board of Directors.
2. The Board supervises the weeding, watering, and general care of the Common area, the entrance and median strip, the corner plantings, the walkways, and any future common facilities.
3. Residents shall water their lawns and shrubs. Lawns and shrubs that deteriorate or die will be replaced at the Owner's expense.
4. THE COTTAGES AT INNSBROOKE Homeowners Association arranges and pays for grass cutting, weeding, fertilization and trimming during the growing season, and leaf removal during the fall.
5. Areas within the privacy fence are unrestricted as to planting and arrangements. Planting outside the privacy areas must be submitted for prior approval to the Landscaping Committee of the Board of Directors.
6. Unit Owners shall pick up trash in their yards and keep their sidewalks swept.

STREETS AND PARKING

All COTTAGES AT INNSBROOKE streets are private property and are maintained by the COTTAGES AT INNSBROOKE Homeowners Association, not the city of Murfreesboro.

1. Residents shall park their cars in their garages. If the owner has one (1) more car than the capacity of his/her garage, then the owner shall park such car in the driveway clear of the sidewalk. No cars shall be parked overnight on COTTAGES AT INNSBROOKE streets. Also no owners shall park their cars in the parking spots provided for visitors only.
2. No parking is allowed on COTTAGES AT INNSBROOKE streets. Visitors may park in the drive way of a Unit Owner or in parking slots provided for this purpose.
3. Temporary street parking shall not be directly opposite driveways.
4. All residents and guest shall observe all posted speed limits (not to exceed 20 miles per hour). Owners are responsible for informing guest of the applicable speed limits.
5. No bicycle riding is allowed on the sidewalks or grass. No bicycle riding by a non-resident is allowed unless accompanied by a resident.

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PETS

1. All pets owned by Unit Owners must be kept inside the Unit or Privacy area and must be on a leash when being walked.
2. No pets shall be tied at any time outside a Unit, or in a garage if the garage door is partially or fully open.
3. No pets shall at any time be allowed to run or roam at will.
4. Pet owners are to prevent their dogs from urinating on mailbox post, fire hydrants and street light posts.
5. Unit Owners are responsible for the removal and disposal of any pet droppings and must prevent such from occurring in or around other residents' lawns or shrubs.
6. Pets shall be exercised on a walking leash not more than six (6) feet long.
7. Any pet causing or creating a nuisance shall be removed by the Unit Owner from the COTTAGES AT INNSBROOKE upon the Unit Owner's receipt of written notice from the Board. "Nuisance" shall be defined as, but not limited to, any behavior or condition of the pet that diminishes the beauty, cleanliness, or quietness of the community.
8. A Unit Owner of a pet is liable for any damages resulting from any activity of the pet.
9. Animals found running loose shall be deemed strays and subject to impoundment without advance notice to the owner.

CLUBHOUSE

1. Each Owner is provided with a key which opens the secondary lock to the clubhouse. A replacement key is available from the Board upon the payment of a \$5.00 fee.
2. Owners may schedule private parties by contacting the Chairman of the Clubhouse Committee in writing. A "private party" is defined as one limited to guest invited by a homeowner host. The homeowner has exclusive use of the entire clubhouse during such private party. .
A deposit of \$75.00 shall accompany the written reservation request. This money will go toward the upkeep and supplies for the clubhouse. If the premises are properly cleaned and restored to order following the event, and if it has been ascertained that there has been no damage or breakage, \$25.00 of the deposit shall be returned. The resident renting the clubhouse for a private party shall supply all paper products to be used at that party. At any other gathering, residents may use any supplies available in the clubhouse. Any written request for a private party may only be made three (3) months in advance of the date requested. If the request for a private party is cancelled at least seven (7) days before the requested date, then the \$75.00 will be refunded. Any damage to the clubhouse, its furnishings or equipment is the responsibility of the host. Such damage to furnishings or equipment shall be repaired, or the items in question replaced if necessary, at the expense of the host. The clubhouse may be reserved for a five (5) hour period, including preparation and cleanup time. Provided there are not scheduling conflicts, the Clubhouse may be reserved for a longer period of time upon request.
Due to limitations in the amount of parking provided at the Clubhouse, host of parties larger than 25 persons should make carpool arrangements. As approved by the Murfreesboro Fire Department, use of the Clubhouse is limited to no more than 99 people for any one event. The four (4) doors must remain unlocked during the event.
3. There will be no wedding receptions or parties allowed other than those for a Unit Owner or a member of his/her family.

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4. No children's' or teenagers' parties are allowed.
5. No private parties on holidays are allowed. The Clubhouse shall be open to all residents at such times.
6. The Clubhouse shall be used only for lawful purposes and activities.
7. Use of the Clubhouse is denied for any Unit Owner who is delinquent thirty (30) days or more.
8. Use of the Clubhouse for community parties are free of cost and have first pick of times and dates over any private party. A "Community party" is limited to COTTAGES AT INNSBROOKE residents only. Any gathering of residents at the clubhouse at any time is open to all homeowners. No formal invitations are necessary.
9. To avoid injury, use of the equipment in the workout room will be limited to residents only. No children are allowed to use the exercise equipment at any time.

HOLIDAY DECORATIONS

Homeowners shall be allowed to decorate the outside of their homes for holidays only as follows:

All holidays, except for Christmas, may be decorated one (1) week before the holiday and decorations must be removed no later than one (1) week after the holiday.

Christmas decorations may be put up four (4) weeks before December 25th and must be taken down no later than January 10th. Because of the colder weather in December, outside decorations may be put up in November but may not be turned on until four (4) weeks before December 25th.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Bylaws to be executed this 24 day of February, 2017

COTTAGES AT INNSBROOKE
HOMEOWNERS
ASSOCIATION, INC.

By: Maxine E. Kovick

Print Name: Maxine E. Kovick

Title: President

ATTESTED TO: Nancy H. Green
Secretary

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a notary public within and for the State and County aforesaid, personally appeared Maxine E. Kovick with whom I am personally acquainted and who upon his/her oath acknowledge themselves to be the President of Cottages at Innsbrooke Homeowners Association, Inc., and is authorized by the Association to execute this instrument on behalf of the Association.

Witness my hand, and official seal at my office on this the 24 day of February, 2017

Donna Loggins
NOTARY PUBLIC

My commission expires: 6/17/18

