

[A0686-02281]  
Prepared by and Return to:  
Philip G. Kaminsky, Attorney  
1755 Kirby Parkway, Suite 100  
Memphis, Tennessee 38119

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COUNTRY HILLS SUBDIVISION

This Amended and Restated Declaration (the "Declaration") made and executed on the 6th day of February, 1987, by KEMMONS WILSON, Trustee and Kemmons Wilson, Individually hereinafter referred to as the "Developer". The term "Developer" shall also include a successor appointed by Kemmons Wilson or his assigns, or his personal representative in the event of the death of Wilson. Such successor shall be named in a document filed in the Shelby County Register's Office.

WHEREAS, Developer hereto filed a Declaration of Covenants, Conditions and Restrictions of Country Hills Subdivision of record as instrument Number W7 9790 in the Register's Office of Shelby County, Tennessee, a First Amendment thereto of record as instrument number W8 7110 in the said Register's Office and an Agreement of record as instrument Number W9 9391 in the said Register's Office, hereinafter referred to as the "Prior Declaration"; and

WHEREAS, Developer has elected to add additional tracts of land to the Property and make such land a part of the Property and to make changes to the Prior Declaration, all as provided in Section 15 of the Prior Declaration.

W I T N E S S E T H :

Developer does hereby declare that the property hereinafter described shall be added to the Prior Declaration and that the Prior Declaration shall be amended and modified as follows:

WHEREAS, Developer is or was the owner of certain property in Shelby County, Tennessee, which is known as Sections A, B and C of Country Hills Subdivision, and is more particularly described as follows:

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Sections A, B and C, Lots 1 through 250 inclusive and Lot 314 Country Hills Subdivision as shown on Plats of record in Plat Book 99, Page 8, Plat Book 107, page 26 and Plat Book 109, Page 16 in the Register's Office of Shelby County, Tennessee

hereinafter referred to as the "Property", and the lots into which the Property has been divided are hereinafter referred to as "Lots" or the "Lot".

AND, WHEREAS, Developer has or will convey Lots in the Property, either with or without improvements thereon, subject to certain protective covenants, conditions, restrictions and reservations, as hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

These covenants, limitations, and restrictions are to run with the land and shall be binding on all persons and all parties claiming under them for a period of thirty (30) years from the date of recording hereof in the Shelby County Register's Office. At the end of the said 30 year period said covenants, limitations, and restrictions shall be automatically extended for successive ten (10) year periods unless, modified as provided herein.

Invalidation of any one of these covenants, limitations, or restrictions by judgment or court order shall in no wise affect any other provisions hereof, all of which shall remain in full force and effect:

1. **USES.** All Lots in the Property shall be used for residential uses permitted under applicable zoning ordinances, as the same may be amended from time to time, subject to the following additional restrictions or as otherwise provided herein.

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2. **ARCHITECTURAL CONTROLS.** No building, structure, lighting, light standard, fence, wall or other improvement of any kind shall be erected, placed, modified or altered on any Lot in the Property until the building plans, specifications (including in detail all exterior finishes and colors), changes, and plot plan showing the location of such improvement or building or any modifications or alterations thereto; shall have been approved in writing as to conformity and harmony with existing structures in the Property, and as to location of building with respect to topography and finished ground elevation, such approval to be by Developer or by a representative duly appointed by Developer. In the event that Developer or his designated representative fails to approve, or disapprove, such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such improvement or building or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required and this covenant will be deemed to have been fully complied with. Neither Developer nor his designated representative shall be entitled to any compensation for services performed pursuant to this covenant. If Developer or his designated representative is unable or unwilling to perform the duties set out in this section; the Board of Directors of the Association shall appoint a representative to perform such duties.

3. **FENCES AND WALLS.** Fences may only be erected in a rear yard parallel to the street on which the Lot fronts and on Lot lines separating rear yards and no fences shall be erected on any Lot between the said street and the extension of a line drawn parallel to the said street from the rear corners of any building parallel to the said street excepting that fences parallel to said street may be erected within six (6) feet of the rear corner of the building.

However, on corner Lots where a Lot has frontage on two streets, fences in the side yard may be erected provided they are no closer than eighteen (18) feet from the back of the curb on the side street and parallel thereto, and provided, further, that a fence parallel to

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the front property street line must be within six (6) feet of the rear corner of the house. Fences on corner Lots must enclose an area and join at right angles, so that there are fences parallel to both side and front streets.

Further, where a building has a side door, fences may be erected in the side yard no closer than thirteen (13) feet from the front corner of the building and at least thirty (30) feet from the rear corner of the building in a design approved in writing by Developer. If buildings on adjoining lots both have side doors, a fence can be erected no closer than thirteen (13) feet from the front corners of the buildings.

Fences may be erected only as shown on the fence construction detail plat attached as Exhibit B hereto.

All fences erected shall be constructed of solid opaque wood or masonry brick, or a combination thereof, not to exceed six feet (6') in height except wrought iron fences as originally erected by Developer and replacements thereto. All retaining walls and fences constructed, whether located on property lines or otherwise, shall be maintained and repaired by the Owners of Lots immediately adjacent to the fences. Fences located on a property line between two Lots shall be maintained and repaired jointly by the Owners of both Lots. No fence (or the total fences on a corner Lot) shall contain more than one gate and such gate shall not exceed four feet (4') in width. No fence shall be painted any color or finished until such color or finish has been approved in writing by Developer. That part of the retaining walls and wrought iron fences (except such fences as are included in the Common Areas) located or to be constructed on the Property shall be the property of the Lot Owners on which the retaining wall or fence is located and shall be maintained by the Lot owner including without limitation the wrought iron fences located on the east line of Lots 220 through 241 inclusive of Section C of Country Hills Subdivision. No change shall be made in the retaining wall or wrought iron fence without the prior written consent of the Developer or Developer's representative as provided in Section 2 hereof. If a Lot Owner fails to maintain that portion of the

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retaining wall or wrought iron fence located on his Lot, the Association may elect, at its option, to make repairs or replacements to the retaining wall or wrought iron fence and the cost of same shall be an assessment as provided in Section 20 hereof and a lien on the Lot, enforceable as provided in the said Section 20 hereof.

4. **PROHIBITED USES.** No radio or television transmission or receiving towers or antennas over five (5) feet in height above the ridge of the roof shall be permitted. No basketball goal shall be allowed in the front of any building or placed in a yard in a manner which allows said basketball goal to be viewed from the street. The repairing of vehicles, other than on an emergency basis, and the storing of inoperable vehicles is prohibited. All wiring, telephone lines and other utility services installed by Lot owners (except Developer) shall be underground. No recreational vehicles, boats or trailers shall be parked, located or stored on any Lot in the Property or any street which adjoins any Lot in the Property.

5. **NOXIOUS TRADES.** No noxious or offensive trade or activity shall be carried on upon any Lot in the Property nor shall anything be done thereon which may be or become an annoyance or nuisance to the Property or the neighborhood.

6. **ACCESSORY BUILDINGS.** No trailer (except construction trailers used by Developer or Developer's contractors or subcontractors), tent, shack, barn or outbuilding shall be kept on any Lot in the Property nor shall any approved outbuilding erected within the Property at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as such.

7. **SET BACKS.** Building set backs from all streets shall be as required by the building department having jurisdiction thereof, but in every case shall not be less than thirty (30) feet.

8. **WASTE MATERIAL.** No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any Lot in the Property except in sanitary containers located in appropriate areas concealed from public view.

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9. **NO RENTAL SIGNS.** Until five (5) years after the recordation of the Amended and Restated Declaration (or until ten (10) years after said date if Developer elects by filing a written extension in the Shelby County Register's Office as provided in Section 16 hereof, there shall be no "For Rent", "For Lease", or similar sign erected or placed upon any Lot which advertises or suggests that said Lot and the improvements thereon are available for rental or lease, except such signs as are erected by Developer.

10. **PARTY WALLS.** Each wall which is built on the dividing line between any two (2) Lots in the Property and is used or intended to be used by the improvements on more than one (1) Lot shall constitute a party wall, and, to the extent not inconsistent with the provisions hereof, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. To the extent that a party wall extends above the roof line of the improvements on one (1) or more Lots, the flashing on the lower roof shall belong to that Lot owner. The cost or reasonable repair and maintenance of the party wall shall be shared by the Lot owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, any Lot owner who has used the wall may restore it, and if the other Lot owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use, without prejudice however, to the right of any such Lot owner to call for a larger contribution from the other Lot owner under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provisions hereof, a Lot owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. In the event that, by reason of the design, construction, settlement, reconstruction, or shifting of the improvements to be constructed on the Lots, any part of a building encroaches onto the adjoining Lot, there shall exist in favor of the owner of the encroaching building, a perpetual easement of use over the area of encroachment. There shall also exist in favor of the owner of any

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building which has a party wall, an easement of access over the adjoining Lot, at reasonable times and under reasonable circumstances, for the purpose of maintenance and upkeep of the party wall and of his property.

11. **CHANGES.** No carports, sheds or other structures shall be allowed in the front yards of any Lots, or in the rear or side yards of any Lots without the prior written approval of Developer or his appointed representative as provided in Section 2 hereof. There shall be no change of any kind in retaining walls, parking pads or driveways on any Lot or any change in the existing topography, swales, grade, grading, elevation, surface or subsurface drainage or any impairment or changes in the flow of surface water over any Lot without the prior written approval of Developer or Developer's representative as provided in Section 2 hereof. Any Lot Owner who violates this provision shall be liable to any other Lot Owner or Owners for any damage caused by such violation.

12. **MAINTENANCE.** There is imposed upon the owner of each Lot the duty of reasonable maintenance and upkeep of his property, including, but not limited to, the roofing, exterior structure and surfaces, grass, shrubs and landscaping (including any easement areas or median strips adjacent to each Lot). There shall be no change in exterior colors or materials of any building, fence, wall or structure except with Developer approval as provided in Section 2 hereof. There shall be no additions or structural alterations of any building or structure without the prior written approval of Developer or Developer's representative as provided in Section 2 hereof.

13. **ENFORCEABILITY.** The provisions hereof may be enforced by Developer or by any Lot owner or group of Lot owners or the Association. If suit or other legal action is brought for the purpose of enforcing the provisions hereof, it is expressly provided that the Judge before whom such action lies shall have the right, in his discretion, to assess reasonable attorney's fees and costs of the action in favor of the successful party and against the unsuccessful party to the proceeding.

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14. **RULES AND REGULATIONS.** Developer is given the power and authority to promulgate additional rules and regulations for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. Any additional rules and regulations may be recorded by Developer in the Shelby County Register's Office or may be distributed in writing to all Lot owners of record within the Property. Developer is also given the right, but not the obligation, to serve as arbitrator, or to appoint a third party as arbitrator, for the purpose of settling disputes between Lot owners concerning the contents hereof or other matters which relate to the property rights of Lot owners in the Property.

15. **ADDITIONAL PROPERTY.** Developer owns or may acquire certain tracts of land adjacent to the Property. Developer may, but is not obligated to, add additional property or properties from time to time to the Property described herein and make such properties a part of the Property. The additions shall be made by recording in the Shelby County Register's Office a statement by Developer declaring the property or properties to be added and any changes to this Declaration which Developer may in Developer's sole discretion deem necessary or proper. Additional properties may be added at one time or at separate times. The additional properties added do not have to be contiguous or adjoin the Property or be owned by the Developer. However, nothing herein contained shall be construed to require Developer to add any additional property or limit the use in any way of any other property owned by Developer. Additional property or properties owned by parties other than Developer may be added to the Property from time to time with the written consent of Developer and the owners of the additional properties.

16. **TIME.** The special rights, authorities, duties and obligations of Developer shall expire five (5) years from the date of the recordation of this Amended and Restated Declaration in the Shelby County Register's Office unless Developer shall, prior to that time, execute and record an extension not to exceed an additional five (5) years. At the time of expiration of Developer's rights, authorities, duties and obligations, or prior thereto with the prior written



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consent of Developer, the Country Hills Neighborhood Association (or its successors) shall be entitled to all rights, authorities, duties and obligations provided herein for Developer.

17. **NEIGHBORHOOD ASSOCIATION.** The Country Hills Neighborhood Association (the "Association" or the "Neighborhood Association") is a non-profit Tennessee Corporation which includes as members all of the owners of Lots in the Property as provided herein. The By-Laws of the Association are attached hereto as Exhibit A.

18. **PROPERTY RIGHTS.**

A. Owner's Easements of Enjoyment. Every Lot owner in the Property and every member of the Association shall have a right and easement of enjoyment and use in and to the following, which are hereinafter referred to as the "Common Areas":

- 1) Lot No. 159, Section B, Country Hills Subdivision as shown on Plat of record in Plat Book 99, Page 8 as rerecorded in Plat Book 107, Page 26 in the Shelby County Register's Office, (the "Recreational Lot");
- 2) The median strip as shown on the said Plat of Section A of Country Hills Subdivision (the "Median Strip");
- 3) Lot No. 314, Section C, Country Hills Subdivision as shown on Plat of record in Plat Book 109, Page 15 in the Shelby County Register's Office;
- 4) The brick wall and wrought iron fences erected or to be erected on Lots 1 through 5 inclusive and Lots 68 through 71 inclusive in Section A of Country Hills Subdivision and Lots 160 and 241 through 250 inclusive and Lot 314, Section C Country Hills Subdivision or any extension thereof, which are or will be erected parallel to the north line of said Lots (the "Walls"). Specifically excluded are the wrought iron fences erected on the east line of Lots 220 through 241 inclusive of Section C of Country Hills Subdivision which fences are the property of the owner of the Lot on which they are located subject to the terms hereof.
- 5) All of the Common Areas as designated on the Plats of Sections A, B and C of Country Hills Subdivision of record in the said Register's Office and all improvements thereon;
- 6) Any other property or improvements as designated by Developer by his filing of an amendment to this Declaration in the Shelby County Register's Office.

The easement granted herewith shall be appurtenant to an shall pass with the title to every Lot in the Property, subject to the following provisions.

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(a) The right of the Neighborhood Association to charge reasonable admission or other fees for the use of any Common Areas.

(b) The right of the Neighborhood Association to suspend the voting rights and right to use of any Common Areas for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its or Developer's published rules and regulations.

(c) The right of the Neighborhood Association to dedicate or transfer all or any part of the Common Areas to any governmental entity or public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members of the Association agreeing to such dedication or transfer has been recorded.

(d) The right of the Neighborhood Association to limit the number of guests of any Lot owner using the recreational facilities situated upon the Recreational Lot within the Common Areas.

(e) The right of the Neighborhood Association, in accordance with its By-Laws, to borrow money for the purpose of improving and maintaining the Common Areas and other facilities, and in aid thereof to mortgage the Common Areas in whole or in part.

(f) The right of the Neighborhood Association, through its Board of Directors, to determine the time and manner of use of any recreational facilities on any recreational lot and any parking lot within the Common Areas.

(g) Every Lot owner has a right and easement of enjoyment to the Common Areas which are appurtenant to the title to the Lot.

B. Delegation of Use. Any Lot owner may delegate, in accordance with the By-Laws, his right of enjoyment to Common Areas to the members of his family, his tenants or contract purchasers who reside on his Lot.

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C. Easement Retained. Developer hereby retains for his use and benefit and for the use and benefit of the Association an easement for access over all the Lots within the property for the maintenance of the Walls, any Common Areas, retaining walls and wrought iron fences.

D. Mortgage or Conveyance of Common Areas. The Common Areas may not be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Lot owners (excluding the Developer).

E. Conveyance to the Association. Developer may convey at any time to the Association and the Association will accept a conveyance of the Recreational Lot, any parking lot, the Median Strip, the Wall, or any other Common Areas in whole or in part.

19. MEMBERSHIP AND VOTING RIGHTS.

A. Every owner of a Lot shall be a member of the Neighborhood Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

B. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of Developer, and Class A members shall be entitled to one vote for any Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The one vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be Developer and he shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of the later of the following: (i) Five (5) years from the date of the recordation of this Amended and Restated Declaration in the Shelby County Register's Office; or (ii) Ten (10) years from said date if Developer records an extension as provided in Section 16 hereof.

20. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of the Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agrees to pay to the Neighborhood Association, as established by the Neighborhood Association:

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1) Annual assessments or charges which shall be due and payable in advance on or before January 1 each year, and

2) Special assessments for capital improvements, such assessments to be established, paid and collected as hereinafter provided.

The annual and special assessments, together with late charges, interest, costs and reasonable attorneys fees, shall be a charge upon each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges, interest, costs and reasonable attorneys fees, shall also be a personal obligation of the person who is the owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to successors in title and shall continue as a lien on such property, except as provided in Section 20G. hereof.

B. Purpose of Assessments. The assessments levied by the Neighborhood Association shall be used exclusively to promote the recreation, health, safety and welfare of the Lot owners; for the improvement and maintenance of the Common Areas and easements appurtenant thereto and for payment of insurance, taxes, utility bills and other uses and expenses of the said properties.

C. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Neighborhood Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Association shall determine the manner in which such special assessments are payable.

D. Notice and Quorum For Any Action. Written notice of any meeting called for the purpose of taking any action authorized under Section C hereof shall be sent to all members of the

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Association not less than ten (10) days nor more than sixty (60) days in advance of the meeting. A quorum shall consist of a majority of all the votes of each class of membership.

E. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots owned by Class A members, and the assessment on Lots owned by Class B members shall be as consented to in writing by Developer.

F. Effect of Non-Payment of Assessments. Any assessments which are not paid when due shall be delinquent, if the assessment is not paid within ten (10) days after the due date, the assessment shall accrue a late charge of \$5.00 per month or portion thereof until paid and shall bear interest at the option of the Association from the date of delinquency at the highest legal rate per annum, and the Association may bring an action at law against the Lot owner personally obligated to pay the same, or foreclose the lien against the Lot, and recover interest, costs and reasonable attorney's fees for any such action which amount shall be added to the amount of such assessment. Each such owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, its successors or its agents the right and power to bring all actions against said Lot owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or Deed of Trust lien on real property; and such owner hereby expressly grants to the Neighborhood Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Neighborhood Association and shall be for the benefit of all other Lot owners. No Lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Areas, or abandonment of his Lot.

G. Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect

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the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under a mortgage insured by the Federal Housing Administration (FHA), the United States Veterans Administration (VA) or any other agency of the United States government.

H. Exemption From Assessment. Until such time as Developer conveys a Lot to a third party (other than a conveyance due to the death of Wilson or conveyances by Developer to an entity in which Developer owns an interest or a conveyance to secure loans or a conveyance to a builder, developer or investor who acquires one (1) or more unimproved Lots), such Lot(s) shall not be subject to assessment hereunder. No Lot owned by Developer shall be subject to any assessment hereunder, except as provided in Section 20 E hereof.

**21. IMPROVEMENT OF ANY RECREATIONAL LOT, PARKING LOT AND ANY OTHER COMMON AREAS.** The nature and extent, of construction of any improvements on the Recreational Lot, any parking lot or any other Common Areas will be in the sole discretion of Developer. Improvement on the Recreational Lot will commence on the earlier of (a) thirty (30) days after the date of recordation of the conveyance of title to a total of 80 lots in Country Hills Subdivision by Developer to third parties; or (b) November 1987.

**22. CONFLICTS WITH PRIOR COVENANTS, LIMITATIONS AND RESTRICTIONS.** In the event of any conflict between the covenants, limitations and restrictions of record in Plat Book 99, Page 8, Plat Book 107, Page 26 and Plat Book 109, Page 15, all in the Shelby County Register's Office, or any other recording of any plat affecting any Lot and any provision contained in this Declaration, the provisions of this Declaration shall control, unless Developer

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elects otherwise in writing in a document recorded in the Register's Office of Shelby County, Tennessee.

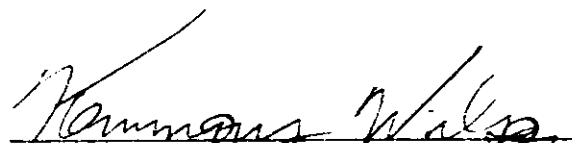
**23. NEIGHBORHOOD ASSOCIATION ACTIONS TO BE TAKEN WITH HUD, FHA OR VA APPROVAL.** The following actions shall only be taken after obtaining the approval of United States Department of Housing and Urban Development ("HUD"), FHA and/or VA by the Neighborhood Association during any period of Developer control of the Property:

- A. Annexation of additional property;
- B. Dedication of Common Areas;
- C. Amendment of this Declaration.

Upon obtaining the approval of the said agencies, this Declaration may be amended by the Developer by filing an amendment to the Declaration in the Register's Office of Shelby County, Tennessee. Said amendment shall not require the approval of any party other than the Developer and the required federal agency or agencies.

**24. AMENDMENTS.** This Declaration may be amended from time to time by the affirmative vote of Lot Owners representing at least two-thirds (2/3) of the total votes of each class of Lot Owners or as provided in Section 15 hereof. No such amendment shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office of Shelby County, Tennessee.

IN WITNESS WHEREOF, this Instrument has been executed on the date first above written.

  
 Kemmons Wilson, Individually and  
 as Trustee

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STATE OF TENNESSEE:  
COUNTY OF SHELBY :

Before me, a Notary Public of the State and County aforesaid, personally appeared **KEMMONS WILSON**, with whom I am personally acquainted, and on oath stated that he is the owner of the Property described in the foregoing Declaration, and the within named bargainer, executed the foregoing instrument for the purposes therein contained by affixing his signature thereto.

WITNESS my hand and notarial seal at office in Shelby County, Tennessee, this 6<sup>th</sup> day of FEBRUARY, 1987.



Notary Public

My Commission Expires: 9/24/90



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AGREEMENT

Leader Federal Savings & Loan Association (the "Lender") joins herein as the owner and holder of the indebtedness secured by Trust Deed of record as Instrument No. X8 9630 in the Shelby County Register's Office (the "Trust Deed"), which encumbers the Property described in the foregoing Declaration. By the execution hereof the Lender adopts the foregoing Declaration and agrees that the said Declaration shall survive the foreclosure of the said Trust Deed.

LEADER FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Wayne Anderson  
Asst. V.P. Construction Title  
Secretary

STATE OF TENNESSEE :  
COUNTY OF SHELBY :

Before me, a duly qualified Notary Public, in and for State and County aforementioned, personally appeared WAYNE ANDERSON, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the ASST VICE PRESIDENT of LEADER FEDERAL SAVINGS AND LOAN ASSOCIATION, the within named bargainer, a corporation, and that he as such ASST VICE PRESIDENT, being authorized so to do, executed the foregoing instrument as his free act and deed and as the free act and deed of the corporation.

WITNESS my hand and Notarial Seal at office this 12th day of FEBRUARY, 1987.

[Signature]  
Notary Public

My Commission Expires:  
9/24/90

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## EXHIBIT "A"

BY-LAWS FOR THE ADMINISTRATION  
OF  
COUNTRY HILLS NEIGHBORHOOD ASSOCIATION

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## ARTICLE I.

ASSOCIATION

All of the co-owners of Lots within COUNTRY HILLS SUBDIVISION and additions thereto as described in the Declaration of Covenants, Conditions and Restrictions of Country Hills Subdivision (the "Declaration") shall be members of the Association. Terms used herein shall have the same meaning as given to them in the Declaration.

The purpose of the Association is to administer on a non-profit basis, and through a Board of Directors, The Country Hills Neighborhood Association; to elect the Board of Directors; to amend and supplement from time to time these By-Laws and the system of Administration; and to do and perform any and all other things, matters, or acts required by or permitted by the Declaration or otherwise.

## ARTICLE II.

MEETING AND VOTING RIGHTS OF LOT-OWNERS

A. Eligibility. The owner or owners of a Lot, who have become such in compliance with all of the requirements and conditions precedent contained in the Declaration, including these By-Laws, shall be entitled to attend and vote at all meetings of the Association. The Developer shall be considered the owner of each Lot which is unsold by the Developer.

B. Voting Rights. The owner or owners of a Lot shall be entitled to vote at all meetings of the Association, as provided in Section 19 of the Declaration. Where two or more persons own a Lot, the vote allocated to that Lot shall be cast by the one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that Lot. Where only one of two or more owners of a Lot is present in person at a meeting, such one owner shall be presumed to be authorized by all owners of said Lot and shall be entitled to cast the vote with respect to that Lot. Where one person or group of persons owns more than one Lot, such person or group shall be entitled to cast the total votes for each Lot owned.

C. Corporation, etc. as Owner. In the event a partnership, trustee, corporation or other entity owns a Lot or Lots, after having complied with all conditions precedent contained in the Declaration, including these By-laws, the votes of such entity may be cast by a partner, trustee or officer of the same or by any person authorized in writing by a partner, trustee or officer thereof, to represent the same.

D. Proxies. Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the meeting prior to voting.

E. Annual Meetings. The first annual meeting of the Association shall be held within twelve (12) months after the

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date of the recordation of the Prior Declaration (August 16, 1985) in the Shelby County Register's Office and each year thereafter on the anniversary date of the first meeting, at a place designated in writing to the owners of all Lots, for the purpose of appointing or electing a Board of Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if such day is Saturday, Sunday or a legal holiday, then the meeting shall be held on the next following business day. The first annual meeting shall be called by the Developer.

F. Special Meetings. Special meetings of the Association shall be held whenever called by the President of the Board of Directors, by a majority of the Board of Directors or by the written request of owners holding at least one-third (1/3) of the total votes of each class of members of the Association. When a special meeting is so called, the Secretary shall mail or deliver written notice of the meeting to all co-owners.

G. Notice. Notice shall be given to all owners of meetings of owners, stating the time, place and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed or delivered to each member at his address as it appears on the books of the Association, or may be mailed or delivered to him not less than seven (7) days nor more than sixty (60) days before the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Notice of a meeting may be waived before, at or after the meeting.

H. Quorum. A quorum at any meeting of the Association shall consist of persons entitled to cast at least a majority of the votes of the entire number of votes of each class of membership of Lot owners unless otherwise provided in the Declaration or herein. Except as otherwise provided in the Declaration or herein, the affirmative vote of a majority of the votes of the owners present, being more than fifty percent (50%) of the total number of votes of each class of Lot owners in attendance, is required to adopt any resolution, elect any director, make any decision or take any action; except that these By-Laws and the system of administration may be modified only in the manner hereinafter set forth.

I. Presiding Officer. The President of the Board of Directors shall preside over all Association meetings; and the Secretary of the Board of Directors shall take and keep the minutes and minute books of all Association meetings, wherein adopted resolutions shall be recorded, and shall serve as Secretary at such meetings.

J. Amendments. The Association may, at any duly called, held and convened meeting, modify or amend the system of administration of Country Hills Neighborhood Association and these By-Laws for the administration of Country Hills Neighborhood Association by the affirmative vote of owners representing at least two-thirds (2/3) of the total votes of each class of Lot owners or as provided in Section 15 of the Declaration. No such modification or amendment of a system of administration or of these By-laws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office of Shelby County, Tennessee. HUD, FHA and/or VA approval is required in order to amend these By-Laws during any period of Developer control.

### ARTICLE III.

#### BOARD OF DIRECTORS

The Administration of Country Hills Neighborhood Association its business and the affairs of the Association shall be vested

in its Board of Directors, which shall consist of <sup>71 8948</sup> three (3) persons. Except for the initial members of the Board of Directors, which shall be appointed by Developer, each member of the Board of Directors shall be either the owner of a Lot or of an interest therein, or, in the event of ownership of a Lot by a partnership, trustee, corporation or other entity, a partner, trustee, officer or other designated representative thereof.

A. Appointment or Election of Directors. The Association, except for the initial Board of Directors which shall be appointed by Developer, shall, at its annual meeting, elect the Board of Directors. Each owner or co-owners of a Lot shall be entitled to vote as provided in section 19 of the Declaration, with cumulative voting not being permitted. A majority of votes of both classes of membership shall be necessary for the election of a Director. Each owner or co-owners of a Lot, on each ballot, is required to cast his total votes for as many persons as there are Directors to be elected. In the event a sufficient number of persons fails to receive a majority of votes, additional ballots will be taken with the name of the person receiving the lowest number of votes being dropped after each ballot, until the required number of Directors is elected.

B. Vacancies. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors, except for a vacancy on the initial Board of Directors which shall be filled by Developer.

C. Term. Except for the initial Board of Directors (which shall serve until the annual meeting next following the later of (i) Five (5) years from the date of the recordation of the Amended and Restated Declaration in the Shelby County Register's Office; or (ii) Ten (10) years from said date if Developer records an extension as provided in Section 16 of the Declaration). Directors shall serve for a term of one (1) year or until their successors are appointed or elected.

D. Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within one (1) week of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

E. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived.

F. Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of a majority of the members of the Board. Not less than three (3) days' notice of the meeting shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

H. Quorum. A quorum at Directors meetings shall consist of the Directors entitled to cast a majority of the votes of the entire board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration or elsewhere in these By-Laws. If, at any meeting of the Board of Directors, there be less than a quorum present, those present may adjourn

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the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting, as originally called may be transacted without further notice.

I. Presiding Officer. The President of the Board of Directors shall preside at all meetings of the Board; the Secretary of the Board shall serve as Secretary of all meetings of the Board. In the absence of either, the Board shall designate one of their number to preside or to serve as Secretary as the case may be.

J. Compensation. No compensation shall be paid to any member of the Board or to any officer for services as such, unless approved by a majority of the total votes of both classes of owners. Any member of the Board or any officer may be reimbursed for expenses actually incurred by him, upon approval by the Board.

K. Removal. Except for the initial Board of Directors who may be removed only by Developer, any member of the Board may be removed and relieved of duty as such by the vote of owners representing a majority of the total votes of both classes of owners at any regular or special meeting duly called and convened of the Association. The vacancy created by such removal shall be filled by Developer if the removed Director was appointed by Developer and otherwise by the Association.

#### ARTICLE IV.

##### OFFICERS

The Board of Directors shall elect, from its members:

A. A President, who shall be the chief administrative officer of the Board; shall execute contracts and agreements in the name and behalf of the Board when directed by the Board; shall preside at all meetings and shall perform such other duties as the chief administrative officer as the Board may from time to time direct.

B. A Secretary, who shall keep the Minutes of all meetings and proceedings of the Association and of the Board of Directors. He shall attend to the giving and serving of all notices to the co-owners of meetings of the Association, and to the Directors of meetings of the Board of Directors. He shall keep all other records of the Board.

C. A Treasurer, who shall have the custody of all property of the Board, including funds, securities, evidences of indebtedness, books, assessment rolls and accounts of the co-owners. He shall keep the books in accordance with good accounting practice, and shall perform all other duties incident to the office of Treasurer.

No compensation shall be paid to any Director or officer for services as such, except upon approval by a majority of total votes of both classes of the owners. This provision shall not preclude, however, the Board of Directors from employing an independent contractor for some or all of the above services or employing an officer or administrator as an employee of the association, such as manager or as a bookkeeper, auditor, attorney or the like.

All moneys and funds of the Board of Directors shall be deposited in such bank or banks as may be designated from time to time by the Board of Directors. Withdrawals of moneys from such accounts in banks shall be only by checks or drafts signed by such persons as are authorized by the Board of Directors.

71 8948

An audit of the accounts and books of the Board of Directors shall be made annually and a copy of the report shall be furnished to each co-owner not later than January 31 of the year following the year for which the report is made.

Fidelity Bonds may be required by the Board of Directors covering all officers and employees of the Board and any agents or managers handling or responsible for funds of the Board of Directors or of the Association. The amount of such bond or bonds shall be determined by the Board of Directors but shall be at least in the amount of the total annual assessments against members for common expenses. Premiums on such bonds shall be paid by the Board of Directors from the assessments.

Robert's Rules of Order (latest edition) shall govern the conduct of meetings of the Association and Board of Directors, subject to any paramount provisions of the statutes of Tennessee and provisions of the Declaration, including these By-Laws.

#### ARTICLE V.

##### POWERS OF THE BOARD OF DIRECTORS

In addition to the rights, powers and duties conferred upon the Board of Directors by the Declaration, and by other provisions of these By-Laws and without in anywise limiting the same, the Board of Directors shall have the following additional and cumulative rights, powers and duties:

A. To hold title and possession to funds and property, including any Common Areas, the maintenance funds and other assessments;

B. To make and collect maintenance fund assessments against members to defray the costs of all property owned by the Association;

C. To use the proceeds of assessments in the exercise of its powers and duties;

D. To oversee the maintenance, repair, replacement, operation and administration of any property owned managed or controlled by the Association;

E. To make and amend regulations respecting the use of the Association property;

F. To enforce by legal means, or otherwise, the provisions of the Declaration, including the By-Laws and the regulations for the use of the Association property;

G. To contract for the management of the Association and to delegate to a manager the management duties of the Board of Directors, to be performed by such manager under the supervision of the Board of Directors;

H. To pay any taxes and assessments which are liens against any part of the Association property to assess the same against the Lot subject to such liens; to oppose the levying of any such taxes;

I. To carry insurance for the protection of Lot owners and the Board of Directors against casualty and liabilities;

J. To pay the cost of all power, water, sewer and other utility services rendered to the Association; and

K. To employ personnel for reasonable compensation to perform the services required for proper administration of the Association, including, without limitation, auditors, attorneys, bookkeepers and managers;

Z1 8948

L. To mortgage Association property after approval of two-thirds (2/3s) of both classes of membership;

M. To take such other and additional actions as may be deemed advisable to carry out the intent and purposes hereof.

#### ARTICLE VI.

##### INDEMNIFICATION

The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any pending or completed action, suit or proceeding, whether civil, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director, officer of the Association or the Developer against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association.

No indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the Chancery Court of Shelby County, Tennessee, or the Court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court shall deem proper. To the extent that a Director, officer of the Association, or the Developer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under this Article (unless ordered by a Court) shall be made only as authorized in the specific case upon a determination that indemnification of the Director, officer or Developer is proper in the circumstances because he has met the applicable standard of conduct set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the Association.

Expenses incurred in defending an action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon a secured receipt of an undertaking by or on behalf of the Director, officer or Developer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Declaration and By-Laws, by agreement, vote of the Association or disinterested

**Z1 8948**

Directors or otherwise, both as to an action in his official capacity and as to an action in another capacity while holding office or acting as Developer, and shall continue as to a person who has ceased to be a Director, officer or Developer, and shall inure to the benefit of the heirs, executors and administrators of such a person.

**ARTICLE VII.**

**CONSTRUCTION**

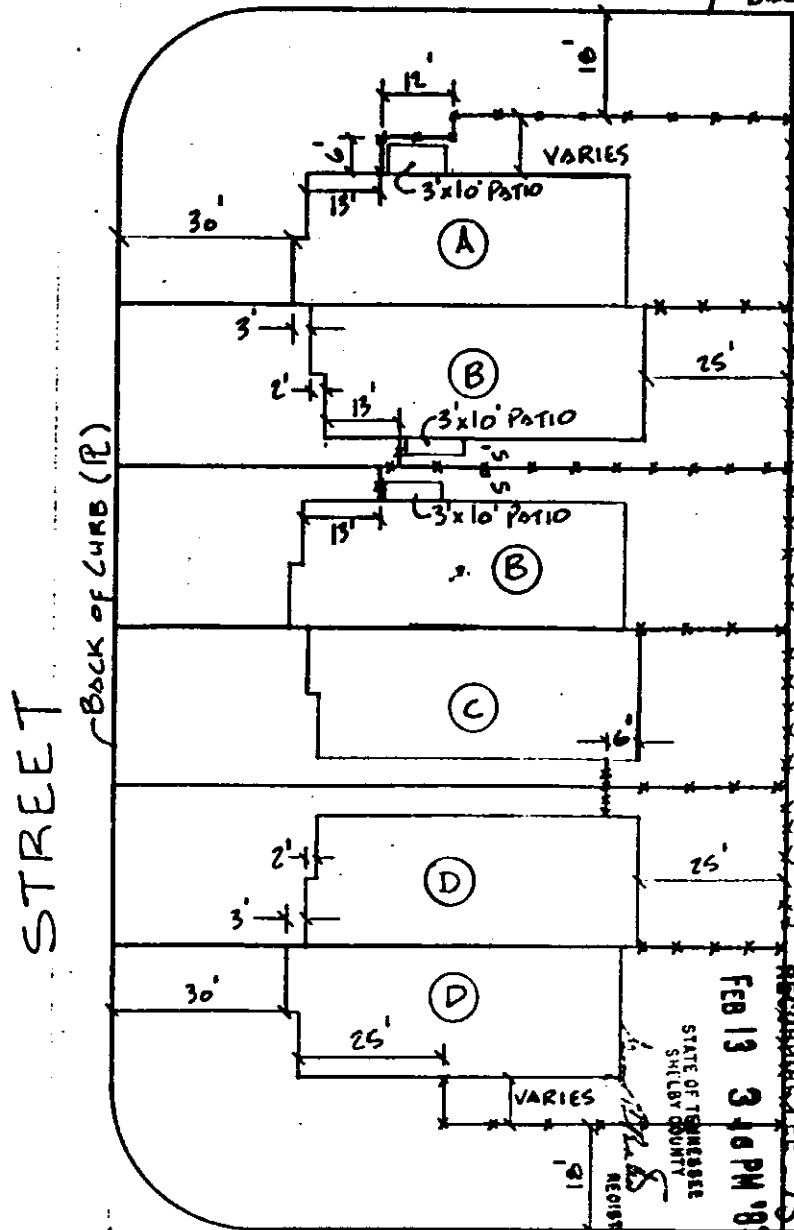
The By-Laws are intended to be read in conjunction with the Declaration, and if there is any conflict between the By-Laws and the said Declaration, the Declaration shall control.



STREET

**Z1 8948**

BACK OF CURB (R)



STREET

BACK OF CURB (R)

STATE TAX \_\_\_\_\_  
 REGISTER'S FEE \_\_\_\_\_  
 RECORDING FEE 7500  
 FEB 13 3 46 PM '87  
 STATE OF TENNESSEE  
 SHELBY COUNTY  
 REGISTER

218948

BACK OF CURB (R)

STREET

FENCE CONSTRUCTION DETAIL

SCALE: 1 in. = 30 ft.	LOCATED IN	DRAWN BY JRA
DATE: JULY 17, 1986	COUNTRY HILLS SUBD.	REVISED AS NOTED
PREPARED FOR	WILSON-TODD DEV. CO.	
PREPARED BY	DICKINSON & BENNETT, INC.	DRAWING NUMBER
		CH DETAIL

EXHIBIT B

7566

This instrument prepared  
by, & return to:  
Philip G. Kaminaky, Attorney  
1755 Kirby Parkway, Suite 300  
Memphis, TN 38119

AX 4523  
4

[A1188-03403]

SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
COUNTRY HILLS SUBDIVISION

THIS SECOND AMENDMENT to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Country Hills Subdivision made and executed on the 6th day of February, 1989, by KEMMONS WILSON, TRUSTEE and KEMMONS WILSON, Individually, hereinafter referred to as the "Developer".

WHEREAS, Developer heretofore filed an Amended and Restated Declaration of Covenants, Conditions and Restrictions of Country Hills Subdivision of record as instrument number Z1 8948 in the Shelby County Register's Office, and a First Amendment thereto of record as instrument number AG 0918 in the said Register's Office, hereinafter collectively referred to as the "Amended Declaration"; and

WHEREAS, all terms used herein shall have the same meaning as provided for in the Amended Declaration unless otherwise indicated; and

WHEREAS, Developer has elected to add additional tracts of land to the Property and make such land a part of the Property and to make changes to the Amended Declaration, all as provided in Section 15 of the Amended Declaration.

W I T N E S S E T H:

Developer does hereby declare that the Property hereinafter described shall be added to the Amended Declaration and that the Amended Declaration shall be further amended and modified as follows:

1. The Property as described in the Amended Declaration is hereby deleted and the following substituted in lieu thereof:

PARCEL I: Sections A, B, C, D, E, and F, Lots 1 through 312, inclusive and Lots 314 through 486 inclusive, Country Hills Subdivision as shown on plats of record in Plat Book 99, Page 8, Plat Book 107, Page 26, Plat Book 109, Page 15, Plat Book 119, Page 67, Plat Book 122, Page 89 and Plat Book 122, Page 90, in the Register's Office of Shelby County, Tennessee; and

PARCEL II: Lots 20, 22 and 23, Section "A", Germantown Glen Subdivision as shown on plat of record in Plat Book 63, Page 9, in the Shelby County Register's Office.

hereinafter referred to as the "Property", and the lots into which the Property has been divided are hereinafter referred to "Lots" or the "Lot".

When a single residence (hereinafter referred to as a "Residence") is constructed on one or more Lots or on a Lot and a portion of a Lot, the total parcel of real property on which the Residence is situated and constructed will thereafter be considered as a single Lot for (a) purposes of assessment obligations pursuant to the applicable provisions of the Amended Declaration and the By-laws of the Association and (b) voting rights in the Neighborhood Association as established by the applicable provisions of the Amended Declaration and the By-laws of the Association.

AX 4523

2. The first sentence of Section 16 captioned "TIME" is hereby deleted and the following substituted in lieu thereof:

Special rights, authorities, duties and obligations of the Developer shall expire five (5) years from the date of the recordation of the Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Country Hills Subdivision in the Shelby County Register's Office unless Developer shall, prior to that time, execute and record an extension not to exceed an additional five (5) years.

3. Section 17 of the Amended Declaration captioned "NEIGHBORHOOD ASSOCIATION" is hereby amended by deleting the last sentence of that section and substituting in lieu thereof the following:

The By-Laws of the Association are attached hereto as Exhibit A as amended by Exhibit A-1 to the Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions.

4. Subsection A. 5) of Section 18 captioned "PROPERTY RIGHTS" is hereby deleted and the following substituted in lieu thereof.

A. 5) All of the Common Areas as designated on the Plats of Section A, B, C, D, E and F of Country Hills Subdivision, including without limitation, Lot 315, Section D of Country Hills Subdivision of record in the said Register's Office.

5. Section 22 of Amended Declaration captioned "CONFLICTS WITH PRIOR COVENANTS, LIMITATIONS AND RESTRICTIONS" is hereby deleted in its entirety and the following substituted in lieu thereof:

In the event of any conflict between the covenants, limitations and restrictions of record in Plat Book 99, Page 8, Plat Book 107, Page 26, Plat Book 109, Page 15, and Plat Book 119, Page 67, Plat Book 122, Page 89 and Plat Book 122, Page 90 all in the Shelby County Register's Office, or any other recording of any plat affecting any lot and any provision contained in this Declaration, the provisions of this Declaration shall control, unless Developer elects otherwise in writing in a document recorded in the Register's Office of Shelby County, Tennessee.

IN WITNESS WHEREOF, this Instrument has been executed on the date first above written.

*Kemmons Wilson*  
Kemmons Wilson, Individually and as Trustee

STATE OF TENNESSEE  
COUNTY OF SHELBY :

Before me, a Notary Public of the State and County aforesaid, personally appeared KEMMONS WILSON, with whom I am personally acquainted, and on oath stated that he is the owner of the Property described in the foregoing Amendment, and the within named bargainer, executed the foregoing instrument for the purposes therein contained by affixing his signature thereto.

WITNESS my hand and notarial seal at office in Shelby County, Tennessee, this 6th day of February 1989.

*Carole N. Hoeford*  
Notary Public

My Commission Expires \_\_\_\_\_



AX 4523

JOINDER AGREEMENT

First American Bank (the "Lender") joins herein as the owner and holder of the indebtedness secured by Trust Deed of record as Instrument Number Z6 9714 in the Shelby County Register's Office (the "Trust Deed"), which encumbers the Property described in the foregoing Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Country Hills Subdivision (the "Amendment"). By the execution hereof the Lender adopts the foregoing Amendment and agrees that the said Declaration as amended shall survive the foreclosure of the Trust Deed.

FIRST AMERICAN BANK

BY: Jim R. Perkins  
Senior Vice President Title

STATE OF TENNESSEE:  
COUNTY OF SHELBY:

Before me, a duly qualified Notary Public, in and for State and County aforementioned, personally appeared Jim R. Perkins, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the Senior Vice President of FIRST AMERICAN BANK, the within named bargainer, a corporation, and that he as such Sr. Vice President being authorized so to do, executed the foregoing instrument as his free act and deed and as the free act and deed of the corporation.

WITNESS my hand and Notarial Seal at office this 9th day of February, 1989.

V. Ficker  
Notary Public

My commission expires: 8-24-89

[A1188-03404]

AX 4523

EXHIBIT A-1  
AMENDMENT TO BY-LAWS FOR THE  
ADMINISTRATION OF COUNTRY HILLS NEIGHBORHOOD ASSOCIATION

1. Article II captioned "BOARD OF DIRECTORS", subsection C. captioned "Term" is deleted in its entirety and the following substituted in lieu thereof:

C. Term. Except for the initial Board of Directors (which shall serve until the annual meeting next following the later of (i) Five (5) years from the date of the recordation of the Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Country Hills Subdivision in the Shelby County Register's Office; or (ii) Ten (10) years from said date if Development records an extension as provided in Section 16 of the Declaration), Directors shall serve for a term of one (1) year or until their successors are appointed or elected.

AX4523


SHELBY COUNTY  
REGISTER OF DEEDS  
1999 FEB 12 10:11:20

AX 4523	
No.	_____
STATE TAX	_____
REGISTER'S FEE	_____
RECORDING FEE	1.00
TOTAL	_____
STATE OF TENNESSEE	
S. of S. 15-0-077	
GUY B. BATES	
_____	



*Tom Leatherwood*  
Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

	
<b>02171913</b>	
<b>10/11/2002 - 02:51 PM</b>	
<b>2 PGS : R - SUB RESTRICTION</b>	
<b>KATHY 77275-2171913</b>	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
<b>TOTAL AMOUNT</b>	<b>12.00</b>
<b>TOM LEATHERWOOD</b>	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

**AMENDMENTS TO BY-LAWS AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR COUNTRY HILLS NEIGHBORHOOD ASSOCIATION**

At a duly noticed and called meeting of the Country Hills Neighborhood Association held on Thursday, October 3, 2002, the following amendments to the By-Laws and Declaration of Covenants, Conditions and Restrictions were approved by a two-thirds (2/3) majority vote of the home owners:

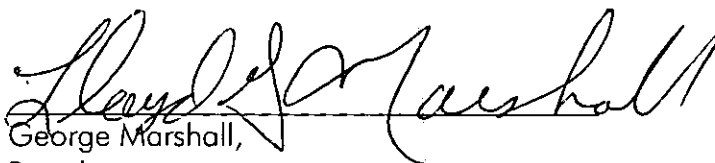
1. Amendment to Article II, Paragraph H to read as follows:

"H. QUORUM. A quorum at any meeting of the Association shall consist of persons entitled to cast at least 125 of the votes of the entire number of votes of each class of membership of Lot owners unless otherwise provided in the Declaration or herein. Except as otherwise provided in the Declaration or herein, the affirmative vote of a majority of the votes of the owners present, being at least 125 of the total number of votes of both classes of Lot owners, is required to adopt any resolution, elect any director, make any decision or take any action; except that these By-laws and the system of administration may be modified only in the manner herein set forth.

2. Amendment to Section 20, Paragraph D, to read as follows:

"D. Notice and Quorum For Any Action. Written notice of any meeting called for the purpose of taking any action authorized under Section C or D shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. A quorum shall consist of persons entitled to cast at least 125 of the votes of the entire number of votes of each class of membership of Lot owners."

In witness thereof, this instrument has been executed on this the 3<sup>rd</sup> day of October 2002.

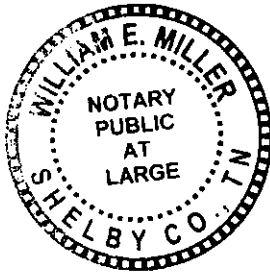


George Marshall,  
President  
Country Hills Neighborhood Association

STATE OF TENNESSEE

COUNTY OF SHELBY

On this the 4th day of October 2002, before me William E. Miller of the state and county mentioned, personally appeared George Marshall, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be President or other officer authorized to execute the instrument of the Country Hills Neighborhood Association, a corporation, and that such President, executed the foregoing instrument for the purpose therein contained, by personally signing his name as the President of the corporation.



A handwritten signature in cursive script that reads "William E. Miller".

William E. Miller

My commission expires: 2/15/2005

Prepared by and Return to:  
WILLIAM E. MILLER  
ATTORNEY AT LAW  
1630 BONNIE LANE, SUITE 106  
CORDOVA, TN 38016-0515