

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ANGELS COVE ESTATES**

THIS AMENDED AND RESTATED DECLARATION of Covenants, Conditions, and Restrictions (hereinafter referred to as "Declaration") made and published on the date hereinafter set forth by and between Angels Cove, LLC, a Tennessee Limited Liability Company (hereinafter referred to as the "Developer"), supersedes, amends and restates the prior Declaration of Covenants, Conditions, and Restrictions for Angels Cove Estates (hereinafter referred to as "Prior Declaration") dated November 30, 2011 and of record in Deed Book 1464 Pages 2117- 2134, Register's Office of Wilson County, Tennessee, pursuant to Article V of said Prior Declaration.

WITNESSETH:

WHEREAS, Developer has developed certain real property in Wilson County, Tennessee, known as ANGELS COVE ESTATES (the "Development") with common area or open spaces for the mutual benefit of the residents of the Development; and

WHEREAS, it is in the best interest of each and every person or other entity which now owns or hereafter acquires any of the property within the Development that certain covenants, restrictions, conditions, easements, use and occupancy of the same be established, fixed, set forth and declared to be covenants running with the land; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Development, and for the continued maintenance and operation of common areas or open spaces; and

WHEREAS, the Developer desires to make provisions concerning the maintenance and ownership of the common areas, private streets and open spaces located therein; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and entities in said development, and to fulfill the foregoing objects, purposes and requirements, to create entities to which should be delegated and assigned the powers of maintaining and administering the common areas, private streets and open spaces, managing the affairs of the residential development, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, PURSUANT TO Article XI, Section 3 of this Declaration, it being within 30 years of the original Declaration, and Developer owns 50% or more Lots, Developer chooses to amend this Declaration without the joinder or consent of any other party; and

WHEREAS, Developer has caused, or will cause, to be incorporated under the laws of the State of Tennessee a certain nonprofit corporation having as its members owners of Lots within the Development for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1. The "Association" shall mean Angels Cove Estates Homeowners Association, its successors and assigns to be organized by the Developer for the purpose of owning and maintaining the Common Area and which has as its members every Lot Owner subject to assessment as hereinafter provided. The Bylaws of the Association are attached hereto as Exhibit A and are incorporated herein by reference.

Section 2. "Common Area" shall mean all real property (including the improvements located thereon or attached thereto) owned and maintained by the Association for the common use and enjoyment of the Lot Owners, including, but not limited to streets, walkways and landscape easement areas as may be shown on the Plat.

Section 3. "Declaration" shall mean this instrument.

Section 4. "Developer" shall mean Angels Cove, LLC, its successors and assigns as designated in writing by the Developer as a successor or assign of the rights of the Developer as set forth herein.

Section 5. "Lot" shall mean any lot shown on any recorded plats or plans of the Property. The term Lot shall not include Common Area or dedicated streets and roadways.

Section 6. "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Developer shall be deemed a Lot Owner so long as it is the legal titleholder of any Lot.

Section 7. "Unit" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family.

Section 8. "Unit Owner" shall mean the record owner, whether one or more person or entities, of fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Developer shall be deemed a Unit Owner so long as he is the legal title holder of any Unit.

Section 9. "Plat" shall mean the plat of Angels Cove Estates, of record in Plat Book 27, Page 15-15, in the Register's Office for Wilson County, Tennessee, any plats referenced in Article II Section 2 of this Declaration "Properties included in this Declaration", and such other plats as are approved and submitted to this Declaration pursuant to the provisions of Article XI hereof.

Section 10. "Property" shall mean the Common Area and Lots owned by Angels Cove LLC as of this Declaration, pursuant to the Plat, any properties referenced in Article II Section 2 of this Declaration "Properties included in this Declaration", and such other properties as may be approved and submitted to this Declaration pursuant to the provisions of Article XI hereof.

Section 11. "Occupant" shall mean a person or persons who reside in a Unit of Angels Cove Estates for a continuous period of time exceeding three (3) months.

Section 12. "Visitor" shall mean a person or persons who reside in a Unit of Angels Cove Estates for a continuous period of time not exceeding three (3) months.

ARTICLE II
PROPERTY SUBJECT TO
DECLARATION AND SUPPLEMENTAL DECLARATION

Section 1. Property and Parties Subject to this Declaration. Developer hereby declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns. In addition additional property may be subject to this Declaration as may be annexed or assigned by Developer pursuant to the provisions of Article XI hereof.

Section 2. Properties Included in this Declaration. Properties included to be subject to this Declaration are:

(a) All lots of the Angels Cove Estates development, the property described on plat 6/18/2009 BK/PG: P27/15-15

(b) Tract 35 of Angels Cove Estates, owned by Todd and Theresa Inman of 7077 Cairo Bend Road, Lebanon, TN 37087, the property described in survey provided by Gray Land Surveying, being Job number 2490, produced on October 29, 2011, and any subdivision in the future thereof.

Section 3. Excluded Lots or other property. No lots or other property are excluded from this Declaration except as may be associated with additional property that may be annexed or assigned by Developer pursuant to the provisions of Article XI hereof.

ARTICLE III
GENERAL PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Developer hereby reserves and grants to each Lot Owner an easement of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of any Lot Owner (i) for any period during which any assessment against his Lot remains unpaid; and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. At the time of any such dedication or transfer, the portion of the Common Area so dedicated or transferred shall no longer be part of the Common Area and Lot Owners shall thereafter have no greater right in the property so dedicated or transferred than the general public.

(c) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

(d) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary for the proper servicing and maintenance of the Common Area and the structures in the Development.

Section 2. Streets. It is specifically intended by the Developer that all streets and roadways within the Development shall be private, and that such streets and roadways shall be considered part of the Common Area as otherwise defined herein, and that all repair, maintenance, insurance and taxes thereon shall be the responsibility of the Association, as more particularly set forth herein. By separate instrument executed by Developer, Developer has established a perpetual, mutual, non-exclusive easement for ingress and egress over and across the streets and roadways in the Development, as the same are more particularly shown on the Plat, said easement being for the benefit of all Lot Owners, Lot Owners of subsequent annexations to Angels Cove Estates, and their heirs and assigns.

Section 3. Amenities. The Amenities to be installed by Developer are those installed as of January 1, 2015. Any future development of amenities shall be the sole responsibility of the Lot Owners and/or the Association and may be pursued via the voting and funding mechanisms as stipulated in Article V Section 4, "Special Assessments for Capital Improvements", or by individual agreements between Lot Owners. In no event shall Developer be expected to fund any development beyond those installed as of January 1, 2015, including any that may have been previously approved for development by the Wilson County Planning Commission, or other government regulatory entities.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Lot Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they 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 the Developer and any assignee of the Developer to whom such rights have been assigned as provided under this Declaration. The Class B member shall be entitled to two (2) votes for each Lot owned including any Lots added pursuant to the provisions of Article XI, Section 4 hereof. The Class B membership shall be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership. In the event the Developer annexes additional land as permitted under Article XI, Section 4, the Developer will have two (2) votes for each Lot owned in the annexed Land and Developer's two (2) votes for each Lot owned in the land already subject to this Declaration will be reinstated for so long as the total votes of the Class B member (Developer) exceeds the total votes of the Class A members.

ARTICLE V
COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Developer, for each Lot owned within the Property, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each Assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment is the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of the Lot Owner unless expressly assumed by the successor in title although the lien for assessments shall remain in full force and effect.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, to provide for the maintenance of the Common Area (including, but not limited to drainage facilities, lawn maintenance, including water charges for the irrigation system, gates, walkways, roadways and streets, landscaping, recreational facilities, etc.), to pay any taxes or assessments upon the Common Areas, to provide for a perimeter fence, to provide and repair road wearing surfaces of the development, and to pay the fees of any management agent the Association may employ to manage the affairs of the Association. An adequate reserve fund for the real property taxes, insurance, utilities, maintenance, repair, and replacement of items maintained by the Association pursuant to this Section shall be established and funded by the regular payments rather than by special assessments.

Section 3. Annual Assessment. The Board of Directors of the Association (the "Board") shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year including but not limited to supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, utilities, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, and all other common expenses. To the extent that the assessments and other cash income collected from the Lot Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Association.

On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Lot Owner shall pay, via automatic withdrawal or automatic debit from a checking or savings account, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Assessments associated with additional property as may be annexed or assigned by Developer pursuant to the provisions of Article XI hereof will be fixed according to a pro-rata formula to be determined and documented at the point of establishment of such an annexation. The allocations shall be applied uniformly to all Owners of like situations. The allocation of the Board shall be final and binding upon all parties. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Lot Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Lot Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Lot Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Lot, or the Common Elements. Upon the written request of the Association, each Lot Owner shall execute such forms and provide such information as may be necessary to enable the Association to draft such assessments directly from the Lot Owner's bank account.

The initial annual assessment for the year in which the Declaration is effective shall be pro-rated as

set forth in Section 7 hereunder.

In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accord with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Lot Owner, and thereupon a supplemental assessment shall be made to each Lot Owner for his proportionate share of such supplemental budget.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to pay 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, road surfacing, and any common area improvements including but not limited to the creation of tennis courts and barbeque shelter previously approved by Wilson County planning commission, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V shall be sent to all members not less than fifteen (15) days nor more than thirty (30) in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of both Class A and B members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, which shall be thirty (30%) percent. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a basis as the Board may from time to time deem appropriate. Assessments associated with additional property as may be annexed or assigned by Developer pursuant to the provisions of Article XI hereof will be fixed according to a pro-rata formula to be determined and documented at the point of establishment of such an annexation.

Section 7. Date of Commencement of Annual Assessment. Annual assessments shall be due and payable monthly, in advance, on the first day of each month of the calendar year. Lot Owners shall pay a portion of the annual assessment for the calendar year in which their Lot is purchased beginning with the month following the date of purchase. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. 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 there shall be added to the amount of such assessment the costs, including reasonable attorney's fees, of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such former Lot Owner from personal liability for any assessments due or from the lien thereof.

ARTICLE VII
INSURANCE

Section 1. Common Area. The Association shall keep in force and maintain such hazard, public liability, or other insurance as it shall deem necessary relating to the Common Area. The Association may also insure any other property, whether real or personal, owned by it, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association.

Section 2. Lots. Insurance against damage by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot, shall be the responsibility of the individual Lot Owners.

Section 3. Fidelity Bonds.

(a) Blanket fidelity bonds will be maintained by the Association for all officers, directors, trustees, and employees of the Association handling, or responsible for, the funds of or administered by the Association as it shall deem necessary by the Board. Further, in the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, a blanket fidelity bond will be required for officers, employees, and agents of such management agent handling, or responsible for, the funds of or administered on behalf of the Association.

(b) The total amount of fidelity bond coverage shall be based upon the best judgment of the officers of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three (3) month's aggregate assessment on all Lots/Units plus reserve funds.

(c) All such fidelity bonds shall:

(i) Name the Association as an obligee;

(ii) Contain waivers by the issuers of the bonds of all defenses based upon the exclusion of person serving without compensation from the definition of "employees" or similar terms or expressions; and

(iii) Provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

(d) Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees, and agents) shall be paid by the Association as a common expense.

Section 4. Other Insurance. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and officers of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association or a member of a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Unpaid officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the same constitutes gross negligence or willful misconduct. If an unpaid Director or officer of the Association prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay the director or officer all his reasonable legal fees.

ARTICLE VIII NOTICES TO MORTGAGEES, ETC.

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any deed of trust lien on the Property, or a Lot located therein, and, in the case of a Lot, the Lot number or address, any such lien holder or eligible insurer or guarantor shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or a Lot located therein on which there is a first deed of trust lien held, insured, or guaranteed by such eligible deed of trust lien holder or eligible insurer or guarantor, as applicable:
- (b) Any delinquency in the payment of assessments or charges owed by a Lot Owner of a Lot subject to a first deed of trust lien held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association
- (d) Any proposed action which would require the consent of a specified percentage of deed of trust lien holders.

ARTICLE IX EASEMENTS AND RESTRICTIVE COVENANTS

Section 1. Easements. In addition to, and without limitation of any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

- (a) Easements for installation and maintenance of utilities, streets and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.
- (b) Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting underground wires or cables of public utilities, such as electric, telephone, telegraphs, cable television, etc.

(c) Each Lot Owner shall grant such easements upon his Lot as are necessary to serve the Property for streets, water, sewer, telephone, gas, electricity and other utilities, and the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above or below any Lot; provided, however, no Lot Owner shall be required to grant any easement which would interfere with the use and enjoyment of his Lot or Unit and any easement granted hereby shall impose on the grantee of said easement the obligation to (a) maintain said easement so that the use thereof will not interfere with the use and enjoyment of any Lot or Unit and (b) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.

(d) An easement is granted and reserved to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over and upon each Lot for the purposes of maintenance of the perimeter fence, for the installation and maintenance of an irrigation system, and mowing and maintenance of the landscaping on the individual Lots.

(e) An easement is granted and reserved to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Unit situated thereon.

(f) Each Lot and any Common Area shall be subject to, and there is hereby reserved, an easement for encroachments created by construction, settling, shifting, engineering errors or overhangs for all buildings or other improvements constructed by the Developer, its agent, contractors, and employees, and any maintenance, repair, correction or alteration of the same.

(g) The Developer has the right to subject the Common Area to such easements for access, ingress, egress and utilities as may be necessary, or as may be required by any governmental body or agency having jurisdiction over the Property, and to sever other phases or subphases of the Development.

(h) If access, ingress or egress to or from any Lot is necessary through any Common Area, an easement across the Common Area at reasonable places is reserved to the Lot Owner for the purpose of access, ingress or egress to or from the Lot in question.

(i) A perpetual, mutual, non-exclusive easement for ingress and egress over and across the streets and roadways in the Development, as the same are more particularly shown on the Plat, is granted to each Lot Owner for the benefit of Lot Owner and any household service provider used or employed by Lot Owner.

(j) A perpetual, mutual, non-exclusive easement for ingress and egress over and across the streets, roadways and sidewalks in the Development, as the same are more particularly shown on the Plat, is reserved by Developer for mail and delivery service providers, public and private school transportation, law enforcement, utility providers, emergency vehicles, common carriers and such other third-party service providers who may reasonably require access to the Development or any Lot.

Section 2. Restrictive Covenants. The following Restrictive Covenants shall be imposed upon all Lots located within the Development and shall be covenants running with the land and binding upon all owners and occupants of Lots located within the Development and all subsequent owners and occupants thereof, in any capacity whatsoever. Covenants associated with property as may be annexed or assigned by Developer pursuant to the provisions of Article XI hereof will be determined and documented at the point of establishment of such an annexation.

- (a) No Lot shall be used except for single family residential purposes, except as set forth herein.
- (b) No residential structure on any Lot shall be designed, built, or used as a duplex or apartment house or multifamily dwelling.
- (c) No objectionable or offensive trade shall be carried out upon any Lot, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
- (d) No house trailer, mobile home, modular home, or manufactured housing of any kind shall be erected or placed on any Lot. However, this is not intended to prohibit the storage of a travel trailer or recreational vehicle so long as the said travel trailer or recreational vehicle is not used for habitation. Any travel trailer or recreational vehicle must be stored out of sight of the development roads, or an area designated in common area designed and approved by Developer or by the Association for this purpose. In addition, no residence that was constructed elsewhere shall be allowed to be moved onto any Lot.
- (e) No outside clothes lines shall be erected or placed on any Lot.
- (f) No above-ground swimming pools of any kind shall be erected or built on any Lot.
- (g) No residence shall be constructed on any Lot without being connected to public water and electricity, and to either a public or otherwise State approved sanitary sewer system.
- (h) All residences shall have paved driveways. A partial exception is granted for those lots of greater than an acre, where the home is constructed more than 200 feet from the roadway, in which case the first 75 feet must be paved. In order to maintain a uniform appearance, driveways must be approved by Developer or by the Association.
- (i) Any residence constructed on any Lot shall have a concrete or masonry foundation. The exterior of the residence shall be a minimum of seventy five percent (75%) brick, stone, Log, or such other material as Developer may approve or be approved by the Association. The same shall extend to grade so that no concrete blocks or other foundation material is visible. In no event will any percentage of the exterior of any residence be constructed with vinyl or aluminum siding.
- (j) Prior to commencement of construction of any residence or accessory building (garage, pool house, greenhouse, woodshop, etc.), detailed plans for the proposed improvement, including a site plan with proposed landscaping, shall be submitted to the Developer or the Association. Residences or accessory buildings shall be built in accordance with such plans as approved. Such accessory buildings will be expected to match the "look and feel" of the primary residence. A partial exception is granted for those lots of greater than 5 acres, where the structure cannot be seen from the roadway. In any event any such accessory building must be approved by the Developer or the Association.
- (k) Residences shall be constructed at no less than containing the minimum square footage of interior heated floor space, according to the following schedule:
 - a. Cluster "Main Street", comprising lots 28 through 34 at not less than 2,350 square feet of interior heated space.
 - b. Cluster "Cedar Hollow", comprising lots 14 through 29 at not less than 2,500 square feet of interior heated space.
 - c. Cluster "Hillview", comprising lots 24 through 27 at not less than 2,500 square feet of interior heated space.

- d. Cluster "Rock Creek", comprising lots 8 through 13 at not less than 2,750 square feet of interior heated space.
- e. Cluster "North Court", comprising lots 20 through 23 and lot 1, at not less than 2,750 square feet of interior heated space.
- f. Cluster "South Court", comprising lots 2 through 7 at not less than 3,000 square feet of interior heated space.

(l) Detached garages shall be allowed providing they are constructed to match the architecture and exterior materials as those approved for the main residence. No more than two (2) vehicles may be stored outside on any Lot. Such vehicles shall be parked to the rear of the residence, or parking and storage areas that may be made available to residents in common areas for this purpose.

(m) No outbuildings of any nature may be erected or placed on any Lot, except such accessory structures as may be allowed upon approval by Developer or, if Developer does not own a Lot, by the Board of Directors of the Association, with such approval at the sole and absolute discretion of the Developer or Board, as applicable.

(n) No poultry, livestock or animals shall be allowed or maintained on any Lot at any time; provided, however, this shall not preclude the keeping of dogs, cats, or other household pets, as such; provided further, however, that nothing shall permit the keeping or raising of dogs, cats or other animals for commercial purposes. All animals shall be restrained from running loose.

(o) Except as provided herein, no more than one residence may be constructed on any one Lot.

(p) No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary conditions. Receptacles for trash shall be kept in the garage until 24 hours prior to pick-up, or, if unsanitary, to the rear of the residence and screened from view from the street in front of the residence. Any trash receptacle kept outside shall be screened with landscaping so as not to be visible from the street upon which the residence is located or any adjacent residence.

(q) Every Lot, upon completion of the construction of a house, shall be graded, grassed, and appropriate shrubs, bushes, and/or trees planted to make the Lot appear attractive and in keeping with the neighborhood, and in compliance with the site plan approved by Developer or by the Association.

(r) Owner/Builder shall be responsible for the installation of the sidewalk over and across Owner's lot along roads constructed as shown on the Plat 6/18/2009 BK/PG: P27/15-15 according to the specifications approved by Developer or by the Association upon the construction of a house on the Lot.

(s) No fence of any kind may be erected on any Lot except for a fence approved by the Developer or, if Developer does not own a Lot, by the Board of Directors of the Association. Such fence must be approved as to location and materials in the sole discretion of the Developer or the Board if the Developer does not own a Lot. Any fence shall extend no further forward than the rear of the principal structure. The front yard shall not be fenced.

(t) No satellite dish or television antennae shall be erected or placed on any Lot so that the same is visible from the front of the residence or from the street in front of the residence.

(u) Any alteration to the exterior of any building or lot must be approved by the Developer or by Board of Directors of the Association if Developer does not own any Lot, including but not limited to landscaping.

(v) No signs or advertising may be erected on any Lot. However, the Developer of the Property during the development and sale thereof, and any Lot Owner desiring to sell his Lot, may place a small sign of the customary type on the property advertising such sale. The Developer or the Association shall establish a uniform sign to be used by any Lot Owner or realtor wishing to advertise any Lot for sale.

(w) No junk, inoperable or unlicensed vehicles shall be allowed to remain on any Lot or along the street adjacent to any Lot.

(x) Any residence constructed upon any Lot must be completed within twelve (12) months from the date that construction begins. Prior to construction, the Lot must be mowed and maintained so that the grass does not exceed eight (8) inches in height. During construction, the Lot shall be maintained in a clean, orderly and sightly manner.

(y) No Lot Owner shall permit any hedge or shrubbery to be placed on any Lot in such a way that it will be or become an obstruction to visibility along streets, especially at intersections.

(z) In the event of destruction or partial destruction of a residence located upon a Lot due to fire, wind, storm, or other acts of nature, the Lot Owner shall be responsible for commencing construction of a new residence within six (6) months from the date of such destruction and completing the new construction within twelve (12) months from the date of commencing construction. The Lot Owner shall also be responsible for removal of all debris from the Lot so that the appearance of the Lot is not unsightly. Such removal and cleanup shall be commenced by the Lot Owner within sixty (60) days from the date of destruction and completed within ninety (90) days. In the event the Lot is not in a clean condition within this time frame, the Board of Directors of the Association shall have the right to take such action as is necessary in order for the Lot to be in a clean and presentable condition. Any costs for such clean-up shall be charged to the Lot Owner and shall be due and payable within thirty (30) days from receipt of an invoice for such costs. Any invoice not paid within the thirty (30) days shall accrue interest at the maximum rate allowed by law per month and shall constitute a lien upon the Lot until the same is paid.

(aa) In an attempt to keep all lots uniform and attractive, the Lot Owner shall maintain the same landscaping scheme which was originally approved by the Developer at the time of construction. Requests for variation may be directed to the Association. It is not the intended purpose of this section that all Lots be landscaped identically. Rather, its purpose is that each lot be landscaped and maintained so as to cause the neighborhood to appear compatible. In the event shrubs or trees added by the Lot Owner should die, the Lot Owner shall be responsible for their replacement. Flowers, hedges, shrubs, trees or any other type of foliage may be planted in the back yard of each Lot without the approval of the Association.

(bb) If the parties hereto or any of their heirs or assignees shall violate or attempt to violate any of the restrictions or covenants contained herein before they expire, it shall be lawful for the Association or any person or persons owning any Lot in the Development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions or covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violations. The prevailing party in any such action shall be entitled to recover, in addition to any other remedy available at law or in equity, his reasonable attorney's fees.

(cc) Each Lot Owner shall install and maintain a mailbox of the type and design designated by Developer or the Association.

(dd) No motor vehicle may be parked in the street impeding bicycle and jogging lanes. Any vehicle in violation of this restriction may be towed by the Association at the vehicle owner's expense.

(ee) Lawns shall be maintained so that the grass shall not exceed six (6) inches in height once a building permit is obtained for the construction of a home on the lot. Following written request for compliance, the Association shall have the right to complete any lawn maintenance not commenced within three (3) days of such written request, and the Owner shall be responsible for the cost thereof, and the same shall become a lien upon the Lot until paid in full.

(ff) All utility connections from the point of the development primary public utility connection to each residence shall be underground, including, but not limited to, private gas tanks.

(gg) Prior to commencement of construction of any swing-set, jungle-gym, or other outdoor recreational equipment, detailed plans or a photograph representing how the proposed equipment will look following installation, including a site plan with proposed location, shall be submitted to the Developer or Association for approval, which approval shall be at the absolute direction of Developer or the Association. Recreational equipment shall be built in accordance with such plans as approved. Any variance from the approved plans shall require prior approval of Developer or the Association.

(hh) Any underground storage tank or other gas receptacle must be installed by a contractor designated or approved by Developer or the Association. The foregoing notwithstanding, neither Developer nor the Association shall be liable for any damage or injury resulting or arising from the installation, use or operation of an underground storage tank or other gas receptacle.

ARTICLE X DUTIES OF ANGELS COVE ESTATES HOMEOWNER'S ASSOCIATION

Section 1. Maintenance of the Common Areas, Fixtures, and Streets. Angels Cove Estates Homeowner's Association shall be responsible for maintaining all of the areas designated as the Common Areas, Fixtures, and Streets. Maintenance shall include landscaping the area, keeping the area mowed and all shrubbery trimmed, keeping the area clean of debris, maintaining all fixtures and equipment of the Common Areas, including gates, lighting, and security systems in good working order, maintaining all exterior perimeter fencing and security gates, and maintaining the streets so long as the same shall remain private. Those Common Areas designated as "Nature Preserves" may remain natural growth or partially cleared at the discretion of the Developer or the Association.

Section 2. Architectural Control. All authority of the Developer to review and approve plans for improvements or additions to any residence, fence or accessory structure shall become the authority of the Board of Directors of the Association at such time as Developer no longer owns a Lot.

Section 3. Management of the business of the Homeowner's Association. Angels Cove Estates Homeowner's Association shall be responsible for the management of the business of the Homeowners Association in all respects including but not limited to collection of dues, payment for services, maintenance of insurances and bonds, management of contractors and any employees, accounting and banking, enforcement of assessments, conduct of meetings and votes, creation and distribution of reports, and accounting and management of taxes and regulatory requirements.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by

any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Lot Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association, any Lot Owner or any other party having the right to enforce the restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration shall specifically, without limiting any other remedies provided by law, have the right to enforce by injunctive relief upon petition to a court of competent jurisdiction in conformity with Tennessee law.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of those Lot Owners then owning the Lots has been recorded prior to the expiration of said 30-year period or any said 10-year period. So long as Developer owns 50% or more Lots, Developer may amend this Declaration without the joinder or consent of any other party. Thereafter, this Declaration may be amended during the first ten (10) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Register's Office for Wilson County, Tennessee.

Section 4. Annexation and Assignment. Additional residential property and open area may be annexed or assigned to the Property by Developer so long as Developer owns a Lot, and thereafter with the consent of a two-thirds (2/3) vote of the members of the Association.

- a) Subsequent annexations or assignments and their residences and facilities shall adhere to the Angels Cove Estates Homeowners Association Restrictions and Covenants as a basic standard, allowing however for some variation as necessitated by unique terrain or circumstances that may exist in the annexed or assigned property. Developer will have the sole authority to make determinations regarding any such variation, and such variation will be documented and made part of a Restrictions and Covenants addendum associated with the annexed or assigned property.
- b) Annual and special Assessments pursuant to the provisions of Article V hereof associated with additional property as may be annexed or assigned by Developer will be fixed according to a pro-rata formula to be determined and documented at the point of establishment of such an annexation. Such an assessment schedule will be documented and made part of a Restrictions and Covenants addendum associated with the annexed or assigned property.

Section 5. Governmental Restrictions. Anything herein to the contrary notwithstanding, the Association shall not be dissolved nor shall it dispose of all or any portion of the Common Area, by sale or otherwise (except to an organization conceived and established to own and maintain the Common Area), without first offering to dedicate the same to the government of Wilson County, Tennessee, and said dedication being approved by the Wilson County Planning Commission. Provided, however, the conditions of any transfer shall conform to the final master development plan of the Property as adopted by the Wilson County Planning Commission.

The cost of such maintenance by such agency shall be assessed against the Lot Owners proportionately and shall become a lien on the Property. Provided, however, said lien shall be subordinate to the lien of any first mortgage or deed of trust. However, the sale or transfer of any Lot, pursuant to any mortgage or deed of trust foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

Section 6. FNMA/FMLMC Approval. Notwithstanding anything to the contrary contained in this Declaration, all terms, conditions and regulations which are now existing, or which may be amended

from time to time, by the Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) pertaining to developments of the nature described herein are hereby incorporated as terms and conditions of the Declaration and such shall be governing upon the Property, Developer, and the Association, so long as such terms or conditions are not inconsistent with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the undersigned, being the **DEVELOPER**, has hereunto set his hand this _____ day of _____, 2015.

DEVELOPER:

ANGELS COVE, LLC

BY: _____

TODD INMAN

Chief Manager, Angels Cove, LLC

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, of the state and county aforementioned, personally appeared Todd Inman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing for the purposes contained therein.

WITNESS my hand and seal, at office in _____, this _____ day of _____, 2015

Notary Public

My commission expires: _____

IN WITNESS WHEREOF, the undersigned, being the **OWNERS, Plat 35 Angels Cove Estates, and the signatories to the PRIOR DECLARATION**, have hereunto set their hands this _____ day of _____, 2015.

TODD INMAN and THERESA INMAN

BY: _____
TODD INMAN

BY: _____
THERESA INMAN

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, of the state and county aforementioned, personally appeared Todd Inman and Theresa Inman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing for the purposes contained therein.

WITNESS my hand and seal, at office in _____, this _____ day of _____, 2015.

Notary Public

My commission expires: _____

EXHIBIT "A"

BY-LAWS
OF
ANGELS COVE ESTATES HOMEOWNERS' ASSOCIATION

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1. "Association" shall mean Angels Cove Estates Homeowners' Association, its successors and assigns, which has as its members all owners of Lots in the Property.

Section 2. "Charter" Shall mean the Articles of Incorporation of the Association as filed with the Office of the Secretary of State for Tennessee.

Section 3. "Board of Directors" shall mean the Board of Directors of the Association as described in Article IV hereof.

Section 4. "Declaration" shall mean the instrument headed "Declaration of Covenants, Conditions and Restrictions" recorded simultaneously herewith in the Register's Office for Wilson County, Tennessee, as hereafter amended.

Section 5. "Developer" shall have the meaning given it in the Declaration.

Section 6. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 7. "Common Area" shall have the meaning given it in the Declaration.

Section 8. "Lot" shall have the meaning given it in the Declaration.

Section 9. "Lot Owner" shall have the meaning given it in the Declaration.

Section 10. "Plat" shall have the meaning given it in the Declaration.

Section 11. "Property" shall have the meaning given it in the Declaration.

ARTICLE II
NAME AND LOCATION

The name of the Association is Angels Cove Estates Homeowners' Association. The principal office of the Association shall be initially located at 7077 Cairo Bend Road, Lebanon, Tennessee 37087. Meetings of members and directors may be held at such places within the State of Tennessee, County of Wilson, as may be designated by the Board of Directors.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within fifteen days of the anniversary of the first regular annual meeting each year thereafter, at the hour of 7:30 o'clock P.M.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, forty percent (40%) of the votes shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by the Developer. From the first annual meeting of the Members and thereafter, the Board of Directors shall consist of three (3) persons.

Section 2. Term of Office. At the first annual meeting, the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. Thereafter, at each annual meeting the Members shall elect directors for a term of three years for the vacancies that are to be filled.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Association, or in the case of the initial Board, by the Developer. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board, or in the case of the initial Board, by the Developer, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation from any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board shall meet at least quarterly for the first year and thereafter from time to time as established by the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter or the Declaration;

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the originating annual assessment period; and

(ii) In the event that the assessment changes from year-to-year, send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of the assessment change for each annual assessment period; and

(iii) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Lot Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability, hazard, and other insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Cause the Common Area to be maintained and kept clean of debris,

(h) Cause the lawns, shrubs, trees, bushes and other foliage of each residence to be maintained and kept clean of debris.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4, of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX
COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records, and papers of the Association and the Declaration, Charter and Bylaws shall be available for inspection by any Member or to the holder, guarantor or insurer of any first mortgage at the principal office of the Association, during normal business hours where copies may be purchased at a reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum rate allowed by applicable law. 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. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person, or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Angels Cove Estates Homeowners' Association, have hereunto set our hands this _____ day of _____, 2015.

CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Angels Cove Estates Homeowners' Association, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2015.

SECRETARY