

Hogan & Farrar
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THIS INSTRUMENT PREPARED BY:
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HAGAN & FARRAR, PLLC
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Murfreesboro, TN 37130

**FIRST AMENDMENT TO THE BY-LAWS
OF
BENT CREEK HOMEOWNERS ASSOCIATION**

Pursuant to the provisions of Article XII of the By-Laws of Bent Creek Homeowners Association, of record as Book 3422, Page 804-844 in the Register's Office for Williamson County, Tennessee, as supplemented in the First Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 3966, page 318; in the Second Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 4474, page 691; in the Third Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 5091, page 753; in the Fourth Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 5497, page 485; in the Fifth Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 5559, page 652; in the Sixth Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 5658, page 968; in the Seventh Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 5708, page 599; in the Eighth Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 5907, page 179; in the Ninth Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 5949, page 821; in the Tenth Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 5949 page 824; in the Eleventh Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 6027, page 423; in the Twelfth Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 6128, page 370; in the Thirteenth Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 6172, page 831; and in the Fourteenth Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions for Bent Creek of record in Book 6236, page 600, all of record in the Register's Office for Williamson County, Tennessee, the undersigned Declarant hereby submits this Amendment to the By-Laws and states as follows:

1. The name of the corporation is Bent Creek Homeowners Association. The Declarant is CK Development, L.L.C.
2. The following provisions are hereby amended:
 - a. Article IV, Section 3 shall be deleted in its entirety, and the following section shall be inserted in its place:

ARTICLE IV, Section 3

Reallocation of Board of Directors Seats as Homes are Occupied.

- (a) Additional members of the Board of Directors shall be elected as follows: when twenty percent (20%) of the total of eight hundred four (804) homes conditionally permitted by the final subdivision plan then approved by and on file with the Nolensville Planning Commission are Owner occupied, the Class A Members shall elect a sixth (6th) director from among their own number. When forty percent (40%) of such homes are Owner occupied, the Class A Members shall elect a new director from among their own number, displacing one Declarant appointed director. When eighty percent (80%) of such homes are Owner occupied, the Class A Members shall elect a new director from among their number, displacing another Declarant appointed director. When ninety-five (95%) of all authorized homes are Owner occupied, the Class A Members shall elect a new director from among their number, displacing a Declarant appointed Director. When all of the authorized homes have been completed and sold by the Declarant or a professional builder to an end user (whether for occupancy or rent), all director terms shall expire and the then Owners shall elect (7) new directors.
- (b) At the first election after all of the authorized homes have been completed and sold by the Declarant or a professional builder to an end user (whether for occupancy or rent), two (2) directors shall be elected for a one (1) year term, two (2) directors shall be elected for a two (2) year term, and three (3) directors shall be elected for a three (3) year term. When the term expires for the two (2) directors holding one-year terms, two (2) directors shall then be elected for a three (3) year term. When the term expires for the two (2) directors holding two-year terms, two (2) directors shall then be elected for a three (3) year term. Thereafter, director terms shall be for three (3) years.

b. Article VI, Section 1 shall be deleted in its entirety, and the following section shall be inserted in its place:

ARTICLE VI, Section 1

Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, 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.

c. Article VII, Section 1 shall be deleted in its entirety, and the following section shall be inserted in its place:

ARTICLE VII, Section 1

Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing maintenance obligations of the Members, governing the use of the Common Area, and establishing penalties for the infractions of the rules and regulations;
- (b) suspend the voting rights and right to use of any recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) 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 the Bylaws, the Articles of Incorporation, or the Declaration;
- (d) 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; and
- (e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

d. Article XI shall be deleted in its entirety, and the following section shall be inserted in its place:

ARTICLE XI

As more fully provided in, and subject to the provisions of, the Declaration, Members are 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 bear interest from the due date at the lesser of ten percent (10%) per annum or the maximum rate allowed by applicable law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of the Owner's Lot.

3. The By-Laws require approval of amendments by the Declarant unilaterally. The Declarant, by its signature hereinbelow, approved this Amendment and duly adopted the Amendment on October 7, 2014.

4. This Amendment to the By-Laws supersedes the corporation's original By-Laws as to these particular provisions only. All remaining provisions of the By-Laws for Bent Creek Homeowners Association shall remain in full force and effect.

DATED the 3rd day of December, 2014.

William Kottas

CK Development, L.L.C.,
a Tennessee Limited Liability Company
By: William Kottas
Its: Managing Member

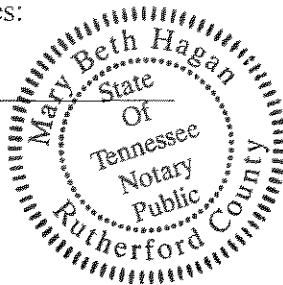
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Personally appeared before me, a Notary Public, in and for the State and County aforesaid, William Kottas, authorized Member of CK Development, L.L.C., the Declarant, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand, at office, this 3rd day of December, 2014.

Mary Beth Hagan
Notary Public

My Commission Expires:

6-17-18



BK: 6335 PG: 168-171

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4 PGS:AL-RESTRICTIONS	
364421	
12/08/2014 - 02:02 PM	
BATCH	364421
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS