

This Instrument Prepared By:
J.D. Kious, Attorney
Kious, Rodgers, Barger, Holder & Kious, PLLC
503 North Maple Street
Murfreesboro, Tennessee 37130

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 837607
Rec'd: 35.00 Instrument #: 1979780
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 9/2/2015 at 2:20 PM
Total: 37.00 in
Record Book 1404 Pgs 3853-3859

**SUPPLEMENTARY DECLARATION
ANNEXING AND PROVIDING RESTRICTIVE COVENANTS
FOR SECTION II, RICHMOND'S RETREAT**

The undersigned, KW GROUP, LLC, a Tennessee limited liability company (the "Developer"), being the successor in interest to WILSON BANK & TRUST and MID CUMBERLAND DEVELOPMENT, INC. as evidenced by an Assignment of Developer Rights of record in Record Book 1308, page 3524, Register's Office of Rutherford County, Tennessee, and being the owner in fee simple of the real estate that has been subdivided and named SECTION II, RICHMOND'S RETREAT according to a survey and plat of same, which plat is of record in Plat Book 38, page 172, Register's Office of Rutherford County, Tennessee, and which plat is made a part hereof by reference, does hereby annex said property into the RICHMOND'S RETREAT plan pursuant to ARTICLE II and ARTICLE XII, PARAGRAPH 2 of the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS, RICHMOND'S RETREAT (the "Declaration") as recorded in Record Book 1124, page 3666, as thereafter modified and amended.

All of SECTION II, RICHMOND'S RETREAT of record in Plat Book 38, page 172, of said Register's Office shall now be under the same Declaration, as thereafter amended, with exception to the following modifications and amendments:

1. ARTICLE I, DEFINITIONS, PARAGRAPH 8 shall be modified and restated as follows:

"Developer" shall mean and refer to KW GROUP, LLC, a Tennessee limited liability company, having its principal place of business in Murfreesboro, Tennessee, its successors and assigns. "Developer" may at times be referenced herein as "Declarant."

2. ARTICLE V, ASSESSMENTS, PARAGRAPH 5 shall be modified and restated as follows:

Property Exempt from Assessments. Notwithstanding the prior provisions of this Article V, the Developer shall be exempt from all assessments, including the Annual Assessments, Working Capital Assessments, and any Special Assessments. Licensed builders who have received title from the Developer shall also be exempt from all assessments; however, transfer of title from the builder shall not relieve the new owner from liability for assessments from date of the new owner's deed forward, including the Working Capital Assessment, which shall be due and payable upon the transfer of such property.

3. ARTICLE V, ASSESSMENTS, PARAGRAPH 7 shall be deleted in its entirety.
4. ARTICLE VII, IMPROVEMENT, SETBACK AND USE RESTRICTIONS shall be deleted in its entirety and replaced with the following modified and restated Article VII:

1. Use and Building Restrictions. The following restrictions are in addition to the restrictions and conditions on lot usages aforementioned:

(a) Residential Structures Only. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family. Provided, however, lots adjacent to a homeowner's lot may be purchased by the homeowner for the purpose of increasing the size of such homeowner's yard. No lot or any portion thereof shall be used for a roadway to adjoining lands unless specifically allowed by Developer.

(b) No Resubdivision. No lot shall be resubdivided, but shall remain as shown on the recorded plat. A slight variance in the property lines may be made by adjacent Owners, but not for the purpose of subdividing into more lots.

(c) Noxious or Offensive Conduct. No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be constructed, reconstructed or kept on any lot which may constitute an annoyance or nuisance to the neighborhood. The Association is empowered to determine what does or does not constitute "noxious or offensive operations".

(d) Animals. No animals or livestock of any kind shall be allowed or maintained on any lot, except that two (2) dogs, domestic cats, or other household domestic pets may be kept, provided that they are not kept for commercial purposes. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose.

(e) Trailers. No trailer, basement house, tent, garage, barn, or other outbuilding shall be erected or used as either a temporary or permanent residence.

(f) Signage. Any signage placed on the lot shall be non-illuminated and of not more than four square feet.

(g) Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All such containers for the storage of such material shall be kept in a neat, clean and sanitary condition.

(h) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Area or lots nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(i) Commercial Businesses. No commercial business may be maintained on the Common Area or on the lots.

(j) Alterations. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Association. No landscaping shall be altered or disturbed on the Common Area without prior written approval of the Board.

(k) Rules of the Common Area. The Board is authorized to adopt rules for the use of the Common Areas and such rules shall be furnished in writing to the Owners. All such use of the Common Areas shall be subject to said rules as adopted.

(l) Driveway. Driveways must be constructed of concrete, and all driveways must be completed prior to occupancy.

(m) Minimum Square Feet. The minimum square feet of living area in any residence, exclusive of garages, porches and terraces or the like, shall be 1000 square feet.

(n) Facade Material. The Architectural Committee shall have absolute power and discretion regarding the facade material, the amount thereof, and the type and style of material as used in each dwelling.

(o) Garages. Each residence shall contain at least a one (1) car garage which may be either attached to the residence or detached; provided however, that the Architectural Committee shall have the authority, in its sole discretion, to grant a variance to this rule to allow a residence to be constructed without a garage. If a detached garage is constructed, the façade material shall be similar to the main residential structure and the location of the garage shall be as approved by the Architectural Committee. Garage doors shall be of the highest esthetic quality and design. Garage doors shall remain closed, except for actual ingress or egress therein. Carports shall be strictly prohibited.

(p) Prefabricated Homes. Preassembled structures for residential purposes shall not be permitted even though said structure may meet all minimum square footage and other requirements.

(q) Building Encroachments. Clean Construction Site. No building shall be constructed or maintained on any lot (i) in any reserved drainage utility or landscape easement area; or (ii) closer to the street than the setback line as shown on the recorded plat (actual setbacks to be determined by the Architectural Committee); PROVIDED, HOWEVER, unclosed porches, either covered or uncovered, bay windows, steps, or terraces shall be permitted to extend across the setback lines; PROVIDED, FURTHER, HOWEVER, that the main structure does not violate the setback line. Once construction has commenced, it shall proceed diligently. Owner and/or its builder shall be responsible for maintaining a neat and orderly construction site; otherwise, the Board may determine in its discretion to hire third parties to clean the site and charge the expense of same to the Owner.

(r) Fences.

A. Fences shall be constructed of wood, vinyl, PVC, wrought iron, aluminum or any other material approved by the Architectural Committee; provided, however, that under no circumstances shall chain-link fence be permitted. No fence shall be permitted between the rear corner of the building and the street; provided, however, that on corner lots, no fence shall be permitted between the rear corner of the building and the street running parallel to the front of the building, and any fence facing the street running parallel

to side of the building shall be erected behind the side set back line. All fences must be maintained in good repair, and Owners agree to abide by reasonable requests for repairs and maintenance as may be made by the Architectural Committee. All wood fences must be treated or painted or otherwise maintained to prevent damage and wear and tear. The use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted, PROVIDED such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height. In the event an owner incorporates any utility, landscape or drainage easement shown on the plat within the boundaries of a fence, the inclusion of this area shall be done in such a manner so as not to interfere with any drainage or other use of said easement.

(s) Unauthorized Structures. No Lot Owner may construct or place any outbuilding on the Lot Owner's property without the prior written approval of the Architectural Committee. Any outbuildings approved by the Architectural Committee that are not constructed on a concrete foundation must have floor to grade lattice or other material covering the open space beneath the building. The Architectural Committee shall have the power to grant conditional authorization to this restriction, including but not limited to specifying the exact location in which such structure can be erected.

(t) Repair of vehicles. No vehicles of any type shall be parked upon the properties or in the vicinity of any residence or in the common area for purposes of accomplishing repairs thereto. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being repaired.

(u) Prolonged Parking and Commercial and Recreational Vehicles. There shall be no prolonged outside parking of commercial or recreational vehicles, including, but not limited to trucks (other than pick-up trucks not exceeding 3/4 ton), camping trailers, boats, and motor homes on any lot, street or common area. Prolonged outside parking of any type of vehicle as well as utility trailers is prohibited on any lot, street or common area when such interferes with the esthetic quality of the subdivision. All such vehicles must be placed in the owner's garage or stored at an off-site location or stored on a concrete pad behind a fenced privacy area that prevents the vehicle from being seen from the street. The Association shall have absolute discretion, power and authority to determine if this restriction is being violated, to allow variances and to require conditions on such permitted use.

(v) Landscaping. All yard areas shall be seeded and strawed. Landscaping is required on every lot, but owners will not be required to submit landscaping plans to the Architectural Committee for approval. Initial landscaping shall be the responsibility of the Builder/Owner of each lot.

(w) Sidewalk Construction. Sidewalk construction and maintenance shall be the responsibility of the Builder/Owner of each lot and shall be constructed and maintained as provided for in Article VIII, paragraph B below.

(x) Lighting. All exterior lighting shall be consistent with the character established in the subdivision and shall be limited to the minimum necessary for safety, identification and decoration. Exterior lighting of buildings for security and/or decoration

shall be limited to uplighting or downlighting and the style and type of lighting shall be compatible with the building design and materials. No color lens or lamps are allowed.

(y) Alterations to the land. No drainage ditches, cuts, swales, streams, impoundments, ponds; no mounds, knolls, dams or hills, and no other physical improvements or elements of the landscape or terrain of the lot are allowed to be done without the prior written consent of the Association.

(z) Roof Pitch. Residences shall have a minimum roof pitch of 4'12" on the main portion of the residential structure unless otherwise permitted by the Architectural Committee.

(aa) Satellite Dishes. No large satellite dishes will be permitted unless approved by the Architectural Review Committee and all the neighbors within the site line of the satellite dish. Mini dishes will be allowed if not visible from the street and are contained within the fenced area in the rear portion of the lot.

2. Exterior Maintenance.

(a) Maintenance of Common Elements. Maintenance of, repairs to and replacements to the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements to the Common Elements shall be part of the Common Expenses, subject to the By-Laws, rules and regulations of the Association. If, due to the act or neglect of a Lot Owner, or of his agent, servant, tenant, family member, invitee, license or household pet, damage shall be caused to the Common Elements, or to a Lot owned by others, or maintenance, repair or replacement are required which would otherwise be a Common Expense, then such Lot Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier or to the extent any such claim raises insurance premiums.

In addition to the utility and maintenance easements as may appear on the Plat, the authorized representatives of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of any individual lot in the event of an emergency, or in connection with maintenance of, repairs or replacements of the Common Elements or any equipment, facilities or fixtures affecting or serving other lots and the Common Elements or to make any alteration required by any governmental authority.

(b) Mailboxes. All mailboxes shall be of uniform black metal design and material approved by Developer.

(c) Additional Requirements. Each Lot Owner is responsible for all exterior maintenance on his own lot. Each Owner shall repair, maintain or replace all exteriors on any building in a good and husbandlike manner. All vinyl siding shall be cleaned and maintained and be free of dirt, mold and mildew. Additionally all landscaping, plants, shrubs, driveways, walks, yards, sidewalk adjacent to the street, etc. shall be maintained in

a neat, orderly condition and in a good state of repair and maintenance. All exterior maintenance, including painting, shall be done in the color, method and design that is suitable and approved by the Architectural Committee. The Architectural Committee can base its decision solely on esthetic considerations.

3. Fines. The Declarant and Association shall have the right to implement a fine structure for any Owner that does not abide by the items in the above Articles. This fine structure is at the discretion of the Developer or Association. All fines assessed shall act as assessments, and constitute a lien on the lot at issue until paid. Fines may be collected in the same manner as Assessments provided for in this Declaration.

4. ARTICLE XII, GENERAL PROVISIONS, PARAGRAPH 2, shall be modified and amended as follows:

Amendment. The covenants and restrictions contained in this Declaration may be amended unilaterally by the Developer, without joinder of any Owner, until December 31, 2020. Thereafter, any amendment of this Declaration will require the affirmative vote of at least two-thirds (2/3) of the Votes entitled to be cast by the then Members of the Association (both Class A and Class B) at a duly called meeting of the Association at which a quorum is present. To the extent then required by applicable laws and/or regulations, all amendments of this Declaration must be approved by the Planning Commission of the City of Murfreesboro and Rutherford County, or its successor governmental entity.

5. ARTICLE XII, GENERAL PROVISIONS, PARAGRAPH 6, shall be modified and amended as follows:

Notices. All notices required or permitted hereunder shall be in writing and effective when deposited in the U.S. Mail, postage prepaid, addressed to any Owner at the address of the Lot owned by such Owner, or addressed to the Developer as follows:

KW Group, LLC
P.O. Box 12165
Murfreesboro, Tennessee 37129

6. NO OTHER MODIFICATIONS. Except as expressly amended hereby, the terms and provisions of the Declaration shall continue in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

Witness its signature this 1st day of September, 2015.

KW GROUP, LLC

By: [Signature]
Steven M. Knox, Member

STATE OF TENNESSEE)

COUNTY OF RUTHERFORD)

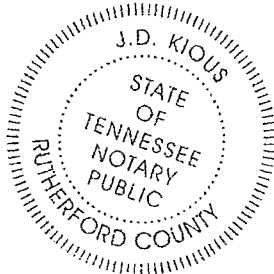
Before me, the undersigned, of the state and county mentioned, personally appeared Steven M. Knox, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Member of KW Group, LLC, a Tennessee limited liability company (the "Company") and as such Member acknowledged that he is authorized to execute the foregoing instrument on behalf of the Company and that he as such Member, executed the foregoing instrument for the purpose therein contained, by signing the name of the Company by himself as Member.

Witness my hand and seal, at office this 1st day of September, 2015.

[Signature]

Notary Public

My Commission Expires: 2/20/18



"EXHIBIT B"
AMENDED AND RESTATED
BYLAWS FOR THE ADMINISTRATION OF
RICHMOND'S RETREAT HOMEOWNERS' ASSOCIATION, INC.
A Tennessee Non-Profit Corporation

The name of this non-profit corporation shall be Richmond's Retreat Homeowners' Association, Inc. (the "Association").

ARTICLE I
PURPOSE AND PARTIES

SECTION I

Purpose. The purpose of the Association is to administer on a nonprofit basis, and through a Board of Directors, Richmond's Retreat Subdivision (the "Property"); to elect the Board of Directors; to amend and supplement from time to time these Bylaws; and to do and perform any and all other things, matters, or acts required by or permitted by the owners or the Association under the Declaration of Protective Covenants, Conditions & Restrictions to the Richmond's Retreat Subdivision, as thereafter modified and amended (the "Restrictions"). All definitions and terms contained in the Restrictions shall apply hereto and are incorporated herein by reference, and all terms capitalized herein and not defined herein shall have the same meaning as set forth in the Restrictions. Reference herein to "these Bylaws" shall have the same meaning as the "Bylaws" in the Restrictions.

SECTION II

Parties. All present and future owners, tenants, occupants or any other person who might use in any manner the facilities of the Property are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of any Lot will signify that these Bylaws are accepted, approved, ratified and will be complied with by such person or persons.

ARTICLE II
MEMBERSHIP AND VOTING

SECTION I

Membership and Voting. The qualifications for membership in the Association along with the appurtenant voting rights and other privileges due owners shall be as set forth in the Restrictions. Each owner (whether one or more persons or entities) of a Lot shall, upon and by virtue of becoming an owner, automatically become a member of the Association (hereinafter referred to individually as a "Member" and collectively as the "Members").

SECTION II

Majority of Members. Except as otherwise provided in the Restrictions, any action to be taken by the Association shall require the assent of a majority of Members. As used in the Bylaws, the term "majority of Members" shall mean those Members holding greater than fifty percent (50%) of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present.

SECTION III

Quorum. A quorum at any meeting of the Association shall consist of persons entitled to cast at least ten percent (10%) of the votes entitled to be cast on a matter unless otherwise provided in the Restrictions or herein.

SECTION IV

Proxies. Votes may be cast in person or by proxy. No proxy shall be valid after eleven months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

SECTION V

Cumulative Voting. No cumulative voting shall be permitted at any meeting of the Members.

SECTION VI

Order of Business. The order of business at all meetings of the Association shall be determined by the presiding officer at such meeting unless the Members present by majority vote at such meeting determine otherwise, in which case the Members shall fix the order of business.

ARTICLE III **ADMINISTRATION**

SECTION I

Association Responsibilities. The Members will constitute the Association, which will have the responsibility of administering the Property through the Board of Directors.

SECTION II

Place of Meeting. Meetings of the Association shall be held at a suitable place, convenient to the Members, as the Board of Directors may determine.

SECTION III

Annual Meetings. The annual meetings of the Association shall be held on or before one hundred twenty (120) days after the expiration of each fiscal year.

SECTION IV

Special Meetings. Special meetings of the Association may be called by the President, by the Board of Directors, or upon written request of the Members representing twenty-five percent (25%) of the votes in the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting.

SECTION V

Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place it is to be held, to each Member at the latest address shown for such Member on the records of the Association, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing of such a notice shall be considered notice served.

SECTION VI

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

ARTICLE IV **BOARD OF DIRECTORS**

SECTION I

Number. The Board of Directors of the Association (the "Board") shall be comprised of at least three (3) directors but no more than five (5) directors. Initially the Board shall be composed of Steve Knox, Teresa Kidd, and J.D. Kious. At the Developer's direction, a meeting of the Association shall be called for the express purpose of electing a new Board. At such meeting, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years to fill each expiring term. In the event that the Membership elects to expand the Board to five (5) members, then the Membership shall elect two (2) directors for a terms of one (1) year, two (2) directors for a terms of two (2) years, and one (1) director for a term of three (3) years, and thereafter the Members shall elect the directors for a term of three (3) years to fill each expiring term.

SECTION II

Removal of Directors. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION III

Vacancies. Vacancies on the Board caused by any reason other than the removal of a director by a vote of the Association shall be filled by a vote of the remaining directors, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

SECTION IV

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

SECTION V

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 actions so approved shall have the same effect as though taken at a meeting of the directors.

SECTION VI

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.

ARTICLE V **MEETINGS OF DIRECTORS**

SECTION I

Regular Meetings. Regular meetings of the Board shall be held without notice at such a place and hour and as often as may be fixed from time to time by a majority of the directors, but at least one (1) such meeting shall be held each calendar year.

SECTION II

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

SECTION III

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.

SECTION IV

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

ARTICLE VI **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

The Board shall have the following powers and duties:

- a. To care for and preserve the Common Areas and to furnish and upkeep any desired personal property for use in the Common Areas upon the sole discretion of the Board;
- b. To engage the services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager;
- c. To obtain and pay for legal and accounting services;
- d. To obtain and pay for any materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of the Restrictions or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Restrictions;
- e. To execute all Declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by it;
- f. To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

- g. To fix the amount any assessment and/or maintenance charge as need may arise and any special assessment against each Lot as provided in the Restrictions, to send written notice of each assessment to every Owner subject thereto, and to thereafter collect such assessments;
- h. To establish and maintain reserve funds for Common Area replacements and maintenance in accordance with such budgets as may be adopted from time to time by the Board;
- i. To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to (i) taxes (if any) on the Common Areas, and (ii) insurance coverage (if any) on Common Areas
- j. To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners, if the Board sees fit;
- k. To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
- l. To protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
- m. To make reasonable rules and regulations regarding the use and operation of the Common Areas and the facilities thereon (and personal conduct of the members and their guests thereon), and to establish penalties for the infraction thereof;
- n. To make available to each owner within sixty (60) days after the end of each year an annual report;
- o. To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;
- p. To enforce the provisions of the Restrictions and any rules made hereunder and to enjoin and seek damages and impose and collect fines from any owner for violation of such provisions or rules in accordance with the terms of the Restrictions;
- q. To appoint committees as deemed necessary or desirable for the handling of certain specific functions of the Association;
- r. To establish, disburse and maintain such bank accounts and petty cash funds as necessary for effectively carrying on the business of the Association; and
- s. To exercise and fulfill all other powers and duties granted or assigned to the Association and/or the Board pursuant to the Restrictions.

ARTICLE VII

OFFICERS AND THEIR DUTIES

SECTION I

Enumeration of Officers. The officers of the Association, who shall be elected by and who shall be members of the Board, shall be a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION II

Election of Officers. The election of officers shall take place within thirty (30) days following each annual meeting of the members at a meeting of the Board.

SECTION III

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

SECTION IV

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 V

Resignation and Removal. Any officer may be removed from office without cause by a majority vote of the Board. Any officer may resign at any time 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 VI

Multiple Offices. A person may simultaneously hold more than one office except that no person may simultaneously hold the offices of President and Treasurer.

SECTION VII

Duties. The duties of the officers are as follows:

- a. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board and of the Association. He shall have all of the general powers and duties which are usually vested in the office of president of a non-profit corporation.
- b. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; 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.
- c. 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; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be registered to the membership at its annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII **ASSESSMENTS**

SECTION I

Special Definitions. As used in these Bylaws, the following terms shall have the following meanings:

- a. "Annual Assessment" shall mean an annual assessment made by the Board in accordance with the terms of the Restrictions.
- b. "Special Assessment" shall mean a special assessment for capital improvements, if any.
- c. "Payment Date(s)" shall mean the dates set for payment of any assessment by the Board of Directors.

SECTION II

Payment of Annual and Special Assessments. Annual Assessments and Special Assessments, if any, shall be payable with respect to each Lot as follows:

- a. Assessments shall be payable in advance on the Payment Date(s) specified.
- b. If title to a Lot is transferred during a calendar year, the amount of the Assessments for that Calendar year shall not, in so far as the Association is concerned, be prorated, and the Lot Owner on the Payment Date as specified by the Board of Directors for Payment shall be liable for Assessments for the calendar year in which such date falls.
- c. No member shall be entitled to a refund of any Assessment (Annual or Special) upon the sale of a Lot.

SECTION III

Collection. 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. Any assessment not paid within thirty (30) days after the due date thereof 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 permitted pursuant to 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 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 Open Area or abandonment of his Lot.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by law, the Association shall indemnify every director or officer, and his or her heirs, executors and administrators, against any and all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as expenses payable from assessments; provided, however, that nothing contained in the Article shall be deemed to obligate the Association to indemnify any Member, who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Restrictions as an Owner covered thereby.

ARTICLE X

FISCAL YEAR AND BOOKS AND RECORDS

SECTION I

Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise fixed by resolution of the Board.

SECTION II

Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Restrictions, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
AMENDMENTS AND CONFLICTS

SECTION I

Amendments. These Bylaws may only be amended by the written consent of a majority of the members of the Board; provided, however, that no amendment shall be effective if it conflicts with the provisions of the Restrictions.

SECTION II

Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Restrictions, the Articles of Incorporation or these Bylaws, the Restrictions shall control.

APPROVED BY RICHMOND'S RETREAT
HOMEOWNERS' ASSOCIATION, INC.

By: 

Name: STEVEN M. KNOX

Title: RAES