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MAIL
This instrument was prepared by:

COPE, HUDSON, REED & MCCREARY, PLLC, Attorneys
16 Public Square North
Murfreesboro, Tennessee 37130

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS & RESTRICTIONS APPLYING TO BREEZEWAY**

This Amendment is executed effective this 26 day of April, 2011 and
is executed by the undersigned Clovercroft, LLC ("Developer").

WITNESSETH

WHEREAS, the Declaration of Protective Covenants, Conditions & Restrictions
for Breezeway of record in the Register's Office for Williamson County, Tennessee in
Book 4660, Page 58 provides that said Declaration may be amended unilaterally by
Developer within fifteen years of the execution of the Declaration; and

WHEREAS, the Declaration references the Bylaws for the Breezeway
Homeowners Association, Inc. which were to be attached as Exhibit "B", but said Bylaws
were omitted when the Declaration was recorded; and

WHEREAS, the Developer desires to attach said Bylaws;

NOW, THEREFORE, the Declaration of Protective Covenants,
Conditions & Restrictions are amended as follows:

1. The Bylaws Attached hereto shall be Exhibit "B" to the
Declaration.
2. Except as amended hereinabove, all other provisions of the
Declaration remain in full force and effect.

IN WITNESS WHEREOF, Clovercroft, LLC has caused this instrument
to be executed this the 26 day of April, 2011.

Clovercroft, LLC

By: Drees Premier Homes, Inc.,
Managing Member

By: Ronald R. Schroeder

Title: President

BK/PG:5309/831-844
11014858

RESTRICTIONS	
05/05/2011	01:53 PM
BATCH	214262
MTG TAX	0.00
TRN TAX	0.00
REC FEE	70.00
DP FEE	2.00
REG FEE	0.00
TOTAL	72.00

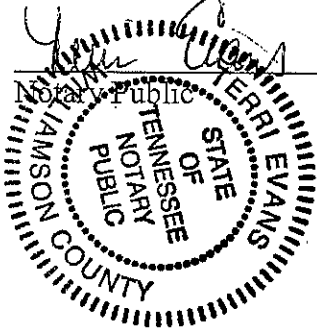
STATE OF TENNESSEE, WILLIAMSON COUNTY
SADIE WADE
REGISTER OF DEEDS

STATE OF TENNESSEE
COUNTY OF Williamson

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Kim Schrader on behalf of Drees Premier Homes, Inc., Managing Member of Clovercroft, LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the Division President of Drees Premier Homes, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of CLOVERCROFT, LLC by himself as such officer of Drees Premier Homes, Inc. as Managing Member of Clovercroft, LLC.

WITNESS MY HAND and official seal at my office on this the 26th day of April, 2011.

My commission expires: 3/3/14



BY-LAWS
OF
BREEZEWAY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is BREEZEWAY HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 640 Broadmor Blvd., Suite 100, Murfreesboro, TN 37129, but meetings of members and directors may be held at such places within the State of Tennessee, County of Rutherford, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1: "Association" shall mean and refer to BREEZEWAY HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property described in the Declaration of Protective Covenants, Conditions and Restrictions Applying to the Subdivision named Breezeway, Sections One and Four, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Declarant" shall mean and refer to Clovercroft, LLC, a Tennessee Limited Liability Company, PHG, LLC, a Tennessee Limited Liability Company dba

Southern Lifestyle Homes, and Drees Premier Homes, Inc., a Tennessee Corporation, its heirs, successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 5: "Declaration" shall mean and refer to the Declaration of Protective Covenants, Conditions and Restrictions and Homeowners' Association Applying to the Subdivision Named Breezeway, Sections One and Four, applicable to the Properties recorded in the Register's Office of Rutherford County, Tennessee.

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

Section 7: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 8: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, including, but not limited to any berm area.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the termination of Class B Membership in the Association or such earlier time as the Developer shall determine in writing. Each subsequent regular annual meeting of the members shall be held 60 days prior to January 1st of each year.

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 entitled to cast twenty-five (25%) percent of the votes of the Class A 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 hand-delivery to the member's residence or by mailing a copy of such notice, postage prepaid, at least five (5) days before said meeting to each member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the general purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten (10%) percent of the total votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the 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 meeting 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: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) to five (5) Directors. Directors need not be members of the Association so long as Class B membership exists, but must be members of the Association after the termination of Class B membership.

Section 2. Term of Office. The initial Board of Directors shall be appointed by the Developer and shall serve terms of one year each. Until the termination of Class B

Membership, the Developer shall appoint all Directors. At the first annual meeting after the termination of Class B Membership or such earlier time as the Developer determines in writing by notice to the Association, the members shall elect five (5) directors for varying terms as follows: two being elected for one year terms, two elected for two year terms, and the third elected for a three year term. After the initial election of Directors by the homeowner Members following the termination of Class B membership, the term of each subsequently elected director shall be for a period of two years in order to allow two experienced directors to remain on the Board.

Section 3. Removal. 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 successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for 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 being 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 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. After the termination of Class B Membership, such nominations may be made only from among members. Notwithstanding the above, the first nominating committee shall not be formed or begin to undertake its duties until after Class B Membership has terminated and the homeowners have elected their first set of Directors of the termination of Class B Membership.

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

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually 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.

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 OF THE BOARD OF DIRECTORS

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

- (a) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;
- (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 By-Laws, the Articles of Incorporation, 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; and
- (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 meetings of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to

- vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
 - (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment and working capital assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of the annual assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - (3) establish the due dates of the annual assessments;
 - (4) 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 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 or not 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) may procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - (g) cause the Common Area to be maintained;
 - (h) fulfill all other duties of the Association as set forth in the Declaration of Protective Covenants, Conditions and Restrictions.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be chosen by the Board of Directors and shall be a president, a secretary, and such other officers as the Board may deem necessary.

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 this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she 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 with or without cause by 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 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:

President

(a) 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.

Vice-President

(b) 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.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of 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.

Treasurer

(d) 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 the Association books to be made by a public accountant at the 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 an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. 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 shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws 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 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 bear interest from the date of delinquency at the rate of twelve (12%) percent per annum, 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 abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have no corporate seal.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws 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. These By-Laws may also be amended unilaterally by the Declarant at any time within ten years of the date of the execution of these By-Laws.

Section 2. In the case of any conflict between the Charter and these By-Laws, the Charter shall control; and in the case of any conflict between the Declaration of Protective Covenants, Conditions and Restrictions and these By-Laws, the Restrictive Covenants shall control.

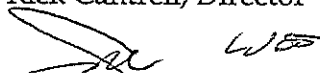
ARTICLE XIV
MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the 1st 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 the BREEZEWAY HOMEOWNERS' ASSOCIATION, INC. have hereunto set our hands this 12th day of January, 2010.



Rick Cantrell, Director



John Waits, Director



Elaine Clifton, Director