

**FIRST AMENDMENT TO**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR WIND SONG SUBDIVISION**

**WHEREAS**, by an instrument dated June 29, 1994, Plateau Properties, Inc., Trustee placed of record the Declaration of Covenants and Restrictions for Wind Song Subdivision, of record at Deed Book D471, page 45, Register's Office, Cumberland County, Tennessee (the Declaration); and,

**WHEREAS**, Plateau Properties, Inc., Trustee also placed of record a plat for Wind Song Subdivision at Plat Book 9, page 341, Register's Office, Cumberland County, Tennessee; and,

**WHEREAS**, Wind Song Subdivision consists of ten (10) platted lots, all of which have now been conveyed to private owners; and,

**WHEREAS**, the lot ownership in Wind Song Subdivision is presently as hereinafter set out, to-wit:

<b><u>Lot Number</u></b>	<b><u>Current Owner</u></b>
1, 2, and 3	Anne L. Cook
4	James A. Everitt and Lori R. Everitt
5	Brendle S. Daugherty
6, 7, and 8	Jack T. Martin and Gerald L. Lester
9 and 10	Barry C. Brown and Cindy A. Brown

**WHEREAS**, the Declaration contains various references to certain actions requiring the affirmative vote of not less than the owners of six (6) lots, and in some cases seven (7) lots, or in some cases eight (8) lots in Wind Song Subdivision; and,

**WHEREAS**, the undersigned owners of lots in Wind Song Subdivision, consisting of the owners of all but one of the lots in Wind Song Subdivision, by their unanimous consent as evidenced by the execution of this instrument, wish to amend the

**BK 1154 PG 151**

This instrument prepared by:  
LOONEY & LOONEY, ATTORNEYS  
Crossville, Tennessee 38555

C1/c:agree/wind song amendment to declaration (9-25-03)

Declaration to provide that notwithstanding any language contained in the Declaration to the contrary, certain actions require the affirmative vote of the majority of the owners of lots in Wind Song Subdivision.

**NOW, THEREFORE**, for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the original Declaration of record at Book D471, page 45, Register's Office, Cumberland County, Tennessee is amended to provide as follows:

1. Paragraph No. 15(b) is amended to read as follows:

Each lot in Wind Song Subdivision shall be subject to the payment of a monthly maintenance fee assessment in an initial sum of \$10.00 per month, which shall be maintained in a bank account in a federally insured bank or savings and loan association, provided, however, Plateau Properties, Inc., Trustee shall have no obligation to pay a maintenance fee for a period of two (2) years from and after the date of this Declaration of Covenants and Restrictions. The Association's funds may be expended by the affirmative vote of not less than the owners of six (6) lots in Wind Song Subdivision, provided, however, that in no event shall the Association's funds be expended without the affirmative vote of a majority of the owners of lots, irrespective of the number of lots owned. By way of example, if the ten lots in Wind Song Subdivision are owned by five separate owners or group of owners, no proposal to expend funds may be adopted without the affirmative vote of at least three of the separate owners, even if two or fewer owners own a majority of the lots. Each owner of a lot in Wind Song Subdivision, by acceptance of a deed therefor, shall be deemed to have agreed to pay to the Association such monthly fee assessments as may be, from time to time, imposed by the Association. Failure to pay said assessment shall entitle the Association to declare a lien against the delinquent property owner, and if necessary, to foreclose the lien in satisfaction of the delinquent assessments. The Association shall be entitled to charge interest on delinquent assessments, defined as those thirty (30) days or more past due, at the highest rate allowed by law. The Association may foreclose its lien against said property and there shall be added to the amount of such assessment the costs of preparing and filing a complaint in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment, and the Association's reasonable attorney fees in the enforcement of such lien. The monthly maintenance fee may be increased by the affirmative vote of not less than the owners of six (6) lots in Wind Song Subdivision, provided, however, in no event shall the monthly maintenance fee be increased without the

affirmative vote of a majority of the owners of lots, irrespective of the number of lots owned. By way of example, if the ten lots in Wind Song Subdivision are owned by five separate owners or group of owners, no proposal to increase the monthly maintenance fee may be adopted without the affirmative vote of at least three of the separate owners, even if two or fewer owners own a majority of the lots. Any record owner of an interest in a lot in Wind Song Subdivision shall be entitled to examine the books and records of the Association.

2. Paragraph No. 15(d) is amended to read as follows:

In addition to the monthly maintenance fee assessments, the Association may levy against all members a special assessment for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction, unexpected repair or replacement of the roads and streets or other common facilities within Wind Song Subdivision. Such special assessment may be imposed upon the affirmative vote of not less than the owners of seven (7) lots in Wind Song Subdivision, provided, however, in no event shall a special assessment be imposed without the affirmative vote of a majority of the owners of lots, irrespective of the number of lots owned. By way of example, if the ten lots in Wind Song Subdivision are owned by five separate owners or group of owners, no special assessment may be imposed without the affirmative vote of at least three of the separate owners, even if two or fewer owners own a majority of the lots. In the event a special assessment is proposed, a special meeting of lot owners shall be held for the sole purpose of considering the proposed special assessment. Failure to pay special assessments shall be enforceable by the Association in the same manner as unpaid monthly maintenance fee assessments.

3. Paragraph No. 16 is amended to read as follows:

These restrictions may be altered or amended by the affirmative vote of not less than the owners of six (6) lots in Wind Song Subdivision, provided, however, that changing the use of the property for some purpose other than residential only usage shall require the affirmative vote of not less than the owners of eight (8) lots in said subdivision, provided, however, in no event shall these restrictions be altered or amended without without the affirmative vote of a majority of the owners of lots, irrespective of the number of lots owned. By way of example, if the ten lots in Wind Song Subdivision are owned by five separate owners or group of owners, no proposal to change the residential only usage requirement of Wind Song lots may be adopted without the affirmative vote of at least three of the separate owners, even if two or fewer owners own a majority of the lots.

WITNESS our hands and signatures on this the 22 day  
of May, 2003.

Anne L Cook  
ANNE L. COOK

Brendle S. Daugherty  
BRENDLE S. DAUGHERTY

XX  
XX

XX  
XX

Jack T. Martin  
JACK T. MARTIN

Gerald L. Lester  
GERALD L. LESTER

Barry C. Brown  
BARRY C. BROWN

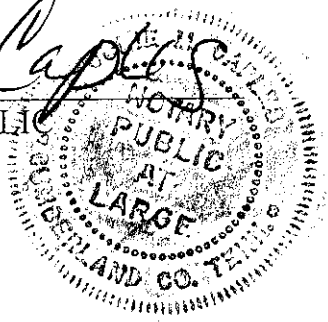
Cindy A. Brown  
CINDY A. BROWN

Acknowledgment for Anne L. Cook

State of Tennessee  
County of Cumberland

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Anne L. Cook**, the within named bargainer with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as her free act and deed for the purposes therein contained.

WITNESS my hand and signature on this the 2nd day  
of June, 2003.

J. E. M. Caples  
NOTARY PUBLIC  


My commission expires: 01/02/05

Acknowledgment for Brendle S. Daugherty

State of Tennessee )

County of Cumberland )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Brendle S. Daugherty**, the within named bargainor with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as his free act and deed for the purposes therein contained.

WITNESS my hand and signature on this the 9<sup>th</sup> day of October, 2003.

Linda M. Rose  
NOTARY PUBLIC



My commission expires: 1-30-07

Acknowledgment for Barry C. Brown and Cindy A. Brown

BK 1154 PG 155

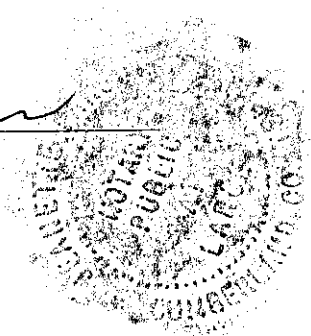
State of Tennessee )

County of Cumberland )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Barry C. Brown and Cindy A. Brown**, the within named bargainors with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained.

WITNESS my hand and signature on this the 22<sup>nd</sup> day of May, 2003.

Jeanette Larson  
NOTARY PUBLIC



My commission expires: 2-1-2006

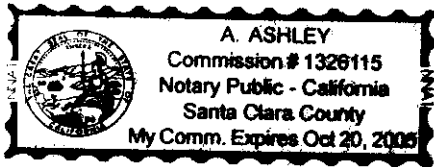
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of SANTA CLARA } ss.

On JUNE 10, 2003 before me, A ASHLEY, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared GERALD LESTER  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

A. Ashley  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: FIRST AMENDMENT TO DECLARATION OF COVENANT AND RESTRICTIONS FOR WINDSON SUBDIVISION  
Document Date: JUNE 10, 2003 Number of Pages: 3

Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer**

Signer's Name: GERALD LESTER

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: SELF



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

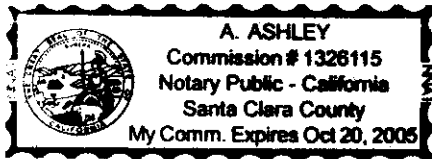
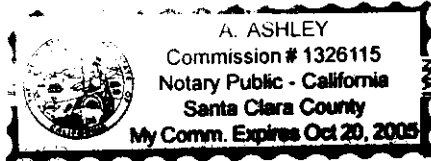
County of SANTA CLARA

State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 37.00, Total \$ 37.00,  
Register of Deeds JUDY GRAHAM SWALLOWS  
Deputy Register ADRIA C. WHITTENBURG

On JUNE 10, 2003 before me, A. ASHLEY, NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JACK MARTIN  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

A. Ashley  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: FIRST AMENDMENT TO RECAPITULATION OF COVENANTS AND RESTRICTIONS FOR WINDY SOUTH SUBDIVISION  
Document Date: JUNE 10, 2003 Number of Pages: 3

Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer**

Signer's Name: JACK MARTIN

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: SELF

