

INSTRUMENT PREPARED BY

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617 Main Street
Knoxville TN 37901

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87 PGS : RESTRICTIONS	
11/20/2012 - 10:20 AM	
MONTIE BATCH: 236013	VALUE 0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	435.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	437.00

STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

**AMENDED AND RESTATED
DECLARATIONS OF COVENANTS AND RESTRICTIONS
FOR BROTHERS' COVE SUBDIVISION**

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This Amended and Restated Declarations of Covenants and Restrictions for Brothers' Cove Subdivision (the "Declaration") is made by the Brothers' Cove Owners Association, Inc., a Tennessee non-profit corporation (the "Association") as of this the _____ day of _____ 2012.

W I T N E S S E T H:

WHEREAS, Brothers' Cove Subdivision consists of 73 ("Lot" or collectively, the "Lots") lots in aggregate, situated in the 16th District of Sevier County, Tennessee and being more particularly described on the plats of Brothers' Cove Subdivision of record in the Register of Deeds office for Sevier County, Tennessee as follows:

Plat Book 30, Page 109;
Plat Book 32, Page 327;
Plat Book 33, Page 25;
Plat Book 33, Page 197;
Plat Book 35, Page 289;
Plat Book 36, Page 75;
Plat Book 36, Page 357;
Plat Book 37, Page 9;
Plat Book 37, Page 201;
Plat Book 37, Page 218;
Plat Book 37, Page 307;
Plat Book 39, Page 349;
Plat Book 39, Page 350;
Plat Book 39, Page 351;
Plat Book 40, Page 17;
Large Map Book 5, Page 115; and
Large Map Book 9, page 197

(individually a "Plat" or collectively the "Plats"). The 73 Lots do not include any Common Elements shown on the Plats and deeded to the Association and hereinafter defined.

WHEREAS, the Plats of Brothers' Cove Subdivision subdivide the property into lots all being considered as a part of the property for the purposes of these covenants and restrictions, and

WHEREAS, Association desires to impose certain covenants and restrictions on the property and Lots and the Lodge, shown on Plat Book 37, Page 218, as re-platted in Plat Book 39, Page 349 (the "Lodge") for the purpose of insuring the proper use of the property and lots to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to provide for the ownership and maintenance of any roadways, water systems and appurtenant equipment

and structures, pool, common areas, utilities and security gate and systems, (all currently existing or which may hereafter be acquired or constructed) within the property and thereby to secure to the Association and each future owner of lots within the property the full benefit and enjoyment of the property, hereby declaring the same to be for the benefit of the property and each and every owner of any and all parts thereof through the Association (hereafter referred to as "Common Elements"); and

WHEREAS, Developer, Randolph Jones, deemed it advisable to create an agency known as the BROTHERS' COVE OWNER'S ASSOCIATION, INC. which has been transferred, delegated and assigned the power and authority to maintain the Common Elements and to administer and enforce the covenants and restrictions, rules and regulations herein set forth and to collect and disburse all assessments and charges necessary for such continued maintenance, administration, and enforcement as are hereinafter provided; and

WHEREAS, the actions taken by the Association under this Declaration have been duly authorized by the members of the Association and are permissible acts under the bylaws of the Association and are permissible under the original declaration; and

WHEREAS, in order to implement this Declaration, the Association does hereby jointly enter into this instrument with that number of members of the Association necessary to approve this instrument, all of whom shall hereafter be jointly referred to as the "Declarant," and further confirms that this Declaration shall amend, supercede and replace any prior declarations, including, the Declarations of Covenants and Restrictions for Brothers' Cove Subdivision recorded in Deed Book 341, Page 501 and Deed Book 1906, Page 745, public records of Sevier County, Tennessee.

NOW THEREFORE, Declarant declares that the property hereinabove described including the Lots and the Lodge, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens (generally, "Covenants and Restrictions") hereinafter set forth in order to provide an orderly plan of construction and to protect the common interests of the property owners. The following listed Covenants and Restrictions, rules and regulations are hereby agreed upon and shall be Covenants and Restrictions running with the land and shall be binding upon the Association and all subsequent owners, heirs, successive owners and assigns thereof in any capacity whatsoever.

ARTICLE 1

Definitions

Section 1. The following words and terms, when used in this Declaration, (unless the context clearly indicates otherwise) shall have the following meanings:

- (a) "Association" shall mean and refer to Brothers' Cove Owners Association, Inc., a Tennessee non-profit corporation.

- (b) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision Plat of any part of the property, but specifically excluding any Common Elements or the Lodge.
- (c) "Member" shall mean and refer to an owner as provided in Section 1 of Article IV hereof and Section 1(d) of Article I.
- (d) "Owner" shall mean and refer to the recorded owner, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Lot situated upon the property but, notwithstanding any applicable theory of a mortgage or pledge, shall not mean or refer to the mortgage holder unless and until such mortgage holder has acquired legal title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- (e) "Plat" or "Plats" shall mean to the subdivision Plats for Brothers' Cove Subdivision of record in Map Books Plat Book 30, Page 109; Plat Book 32, Page 327; Plat Book 33, Page 25; Plat Book 33, Page 197; Plat Book 35, Page 289; Plat Book 36, Page 75; Plat Book 36, Page 357; Plat Book 37, Page 9; Plat Book 37, Page 201; Plat Book 37, Page 218; Plat Book 37, Page 307; Plat Book 39, Page 349; Plat Book 39, Page 350; Plat Book 39, Page 351; Plat Book 40, Page 17;; Large Map Book 5, Page 115; and Large Map Book 9, page 197.
- (f) "Property" shall mean and refer to the existing real property as shown and described on the above mentioned Plats, and additions thereto.
- (g) "Roadways" shall mean and refer to any private roads now, or in the future, within the Property intended for the joint use and benefit of the Owners as shown on the Plats.
- (h) "Bylaws" means the Bylaws of the Association, incorporated and made a part of this Declaration, which may be amended from time to time as provided herein and in the Bylaws
- (i) "Common Elements" shall mean all common areas and facilities of the entire property, other than Lots owned by Owners and the Lodge, including but not necessarily limited to, water system and appurtenant equipment and structures, Roadways, pool, utilities, common areas and security gate and systems (which are currently existing or which may hereafter be acquired or constructed), which are beneficial to all Owners of the Lots and have been deeded to the Association.
- (j) "Common Expenses" means and includes all sums which are or may be lawfully assessed against the Lot and the Lodge by the Association for actual and estimated expenses of (a) operating, maintaining and restoring the Association property, making repairs and replacements to the Common Elements, providing working capital and operating reserves, carrying out the powers and duties of the Association and management and administration of the Association, (b) any other expenses agreed upon as common expenses by the Association, (c) all expenses declared to be common expenses pursuant to the provisions of this Declaration and bylaws including, but not limited to, expenses for liability insurance for Common Elements, workman's compensation insurance, landscaping or law maintenance, and other services and items benefiting the Association, costs of bonding the members of the management of the Association, taxes paid by the Association, amounts paid by Association for discharge of any lien or

encumbrance levied against the Association or any other item or items designated by the Association for any reason whatsoever in connection with the Association Property for the benefit of the Owners. The Common Expenses shall be borne by the Lot Owners and the Lodge Owner as follows:

- 1) For each Lot Owner whose lot contains only one residential dwelling structure, the Lot Owner shall pay its annual assessment (which may be charged and assessed monthly) for payment of Common Expenses attributable to each Owner as directed by the Board of Directors; and
- 2) For the Lodge Owner (currently Community & Southern Bank) for such time as the Lodge remains vacant and not leased to a tenant and until such time as the next conveyance, sale or transfer of the Lodge (other than a transfer in connection with the sale of the operations or assets of the current owner to a successor banking institution), the Lodge Owner shall not be required to pay the fee as set forth in subparagraph (a) above. Following the next conveyance, sale or transfer of the Lodge from the current owner to a new Owner, a lease to a tenant, or the Lodge becomes otherwise occupied, the Lodge Owner shall pay the assessment as set forth in subparagraph (a) above as a minimum assessment and up to a maximum assessment of two (2) times the assessment set forth in subparagraph (a) above, such determination to be made by the Board of Directors of the Association.

ARTICLE II

Property Subject To This Declaration

The real property which is, and shall be, held, transferred, sold, conveyed, leased, and occupied, subject to this Declaration, is located in the County of Sevier, State of Tennessee, and is more particularly described on the Plats which description is incorporated herein by reference.

ARTICLE III

Restrictive Covenants

Section 1. No Lot shall be used for any commercial or industrial purpose or for any commercial husbandry or agriculture activity. The Lodge shall not be used for any industrial purpose, commercial husbandry of animals or agricultural activity for sale to third parties (this does not prevent the maintenance of an organic garden by the Lodge Owner for agricultural products to be used on site, such as herbs). This shall not prohibit the overnight rental of residences within the Property nor shall it prohibit the maintenance of a household garden or household pets; provided that any pets shall at all times be kept under the close supervision of the Owner and shall not constitute a nuisance or danger to other Owners or their invitees or guests.

Section 2. No junkyard, noxious, offensive operation(s) or unsafe/unsanitary conditions, shall be conducted or maintained within the Property or on any Lot, or the Lodge, and none shall be done on any Lot, which may constitute a nuisance or an unreasonable annoyance to the subdivision.

Section 3. Any subdividing or re-subdivision of Lots or the Lodge which reduces the square footage of the Property is strictly prohibited. No Lot may have more than one single family residence and no Lot or the Lodge may be subdivided or re-subdivided to attempt to have more than one single family residence. Notwithstanding the above, it is hereby acknowledged that any existing subdivision or re-subdivision of the Lots or Lodge or existing structures which do not comply with these provisions of this Section 3 shall be grandfathered in and granted a variance for non-compliance.

Section 4. No house trailer or mobile home or modular or pre-manufactured home shall be used, stored, or placed on any Lot or the Lodge. No bus (other than buses, shuttle vehicles and the like which may be used by the Lodge Owner for events at the Lodge), heavy equipment, tractor trailer rig (separate or in combination), houseboat, wrecked vehicle of any kind, vehicle in disrepair of any kind, or building materials not for immediate use on the Lot, shall be placed, stored, or parked on any Lot. Off street parking of recreational vehicles owned by an Owner of Lot is permitted, so long as such vehicles are not used as a residence whether temporary or permanent.

Section 5. No building, fence, sidewalk, wall, drive, or other structure shall be erected, placed or altered on any Lot unless and until the proposed building plans, specifications, exterior color finishes, plot plan (showing the proposed location of such structure) and construction schedule shall have been approved in writing by the Board of Directors of the Association.

Section 6. Exterior walls of buildings, fences or enclosures may consist only of wood, logs, log siding, stone from this locality, rough sawn siding or any combination of the same, unless otherwise approved in writing by the Board of Directors of the Association.

Section 7. Without prior approval of the Board of Directors of the Association, the height of any main residence shall not be more than three (3) full stories above the normal ground surface.

Section 8. All Lots shall be used exclusively for residential purposes, which shall be deemed to include overnight rentals. No structure except as hereinafter provided shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling and one-story accessory building which may include a detached private garage, provided the use of such dwelling or accessory building does not include any business activity. Such accessory building may not be constructed prior to the construction of the main dwelling and shall conform substantially to the style and exterior finish of the main dwelling. Unless otherwise approved by the Board of Directors of the Association, the main dwelling shall have a minimum living area of 1000 square feet. Notwithstanding the foregoing, it is hereby acknowledged that any existing structures which do not comply with the provisions of this Section 8 shall be grandfathered in and granted a variance for any noncompliance.

Section 9. A guest suite, or like facility with a kitchen, may be included as part of the main dwelling.

Section 10. No trees, measuring 10 inches or more in diameter at a point three feet above the ground level, may be removed unless located within 10 feet of the main dwelling or accessory building or the approved site therefore. No tree shall be removed from any Lot until the Owner is ready to begin construction and must have the prior approval of the Board of Directors of the Association. During construction, all trees, brush, and stumps left as a result of cutting and clearing activities must be removed from the Lot.

Section 11. No paving on any Lot or the Lodge shall be erected or placed nearer than ten (10) feet from the rear or side Lot lines (or as otherwise shown on the Plats). No building on any Lot or the Lodge shall be erected or placed nearer than ten (10) feet from the front, rear or side lines of any Lot or the Lodge (or as otherwise shown on the Plats).

Section 12. No planting or landscaping shall be placed on the corner line or lines of Lots or Lodge at intersections in such a way and manner as to obstruct, partially or wholly, the visibility of Traffic.

Section 13. No commercial signs, including "For Rent", "For Sale" or other similar signs shall be erected or maintained on any Lot if the sign has a surface area of greater than four (4) square feet.

Section 14. The main dwelling, and any accessory building, must be completed by the Owner within twelve (12) months after construction is commenced. The Board of Directors of the Association shall have the authority to waive this provision, and then only for a period or periods of six (6) months.

Section 15. A perpetual easement is reserved five (5) feet wide on each side of all Lot or Lodge lines for drainage and utilities. No structure of any kind, except fencing, shall be erected or maintained upon or over said easement, provided; however, that if a Lot is divided and joined to another Lot for the purpose of creating a larger Lot, this easement shall terminate as to the interior Lot lines of the Lots so combined. No structure shall be built closer to any Lot or the Lodge line than 20 feet in the case of a front line, or ten (10) feet in the case of a side or rear Lot or the Lodge line. Notwithstanding the foregoing, it is hereby acknowledged that any existing structures which do not comply with the provisions of this Section 15 shall be grandfather in and granted a variance for any encroachment.

Section 16. No unfinished block or concrete shall be exposed to the exterior above ground level.

Section 17. No garbage or trash will be left or disposed of on or adjacent to any other property except at such places as may, from time to time, be designated by the Association.

Section 18. Complaints regarding the operation of the Association or provided services, the Buildings, grounds, etc., shall be made in writing to the Board of Directors, or to the managing agent.

Section 19. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by a resolution of the Board of Directors.

Notwithstanding any other provision contained herein the Association shall have the right to permit variances to the forgoing restrictions (including, but not limited to setback provisions) upon written request by any Owner if the Board of Directors of the Association make a determination that because the topography of a particular Lot or Lodge or because of other circumstances beyond the control of such Owner and not created by actions of such Owner, a strict enforcement of a particular restriction would create a substantial hardship on such Owner; provided, however, that in no event shall any a variance be granted permitting any use of the Property or any activity on the Property which is otherwise prohibited by these restrictions.

ARTICLE IV Membership and Voting Rights

Section 1. Membership. Every person, firm, association, corporation, or other legal entity who is a recorded Owner or co-Owner, as defined herein, of the fee simple title to any Lot or the Lodge which is subject by this Declaration, shall be a Member of the Association. Any person, firm, association, corporation or other legal entity holding an interest merely as a security for the performance of an obligation (including but not limited to mortgages or trustees under deeds of trust) shall not be a member of this Association.

Section 2. Voting Rights. Members of the Association, as defined in Section 1 of Article IV shall be entitled to one (1) vote for each Lot owned to be exercised in person or by written and signed proxy. The Owner of the Lodge shall be entitled to one (1) vote. When more than one person holds the fee simple title to any Lot as co-owners (including but not limited to tenants by the entirety, joint tenants or tenants in common) the vote for such Lot shall be exercised as a co-owners among themselves to determine, but in no event shall more than one vote be cast with respect to any one Lot. Further, should an Owner be a corporation, partnership, limited liability company or some other legal entity, the individual person entitled to cast the vote for the unit shall be designated by a certificate signed by a duly authorized officer and filed with the secretary of the Association.

Section 3. Suspension of Voting Rights. Voting rights may be suspended for any period during which any assessment against such Owner's Lot or Lodge, as applicable, remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any noncontributing infraction of the rules and regulations of the Association, as further provided in the bylaws.

If the annual assessment is not paid within fifteen (15) days after the due date, specified in this Article, the assessment, together with a late fee of \$25.00 per month, may be enforced and collected by the Association by the institution of an action at law or equity against the Owner or Owners personally obligated to pay same, or by an action to foreclose the lien against the property, or by any other process authorized by law, and there shall be added to the amount of such assessment and interest, all costs of preparing and filing the lien and complaint and such prosecuting action, including reasonable attorney's fees for performing any and all such services.

Section 4. Majority Vote Determines. Unless otherwise specified herein or in the bylaws of the Association, any decisions of the Association shall be by vote of a majority of the Members present once a quorum has been established. All Members of the Association are deemed to be one class and no group of Members shall have the right to unilaterally prevent or take action in the name of the Association without a majority (or higher percentage as applicable) vote of the approval from the Members.

ARTICLE V Members' Easement

Section 1. Members' Easement of Enjoyment. Subject to the provisions of this Declaration, and the rules and regulations of the Association, every member shall have a right and easement of enjoyment in the roads and such easement shall be appurtenant to and shall pass with the title to every Lot and the Lodge.

Section 2. Title to Roadways, Water System, Pool, Common Areas, Security Gate and System, Water System and Utilities. The Association shall retain the legal title to the Common Elements.

ARTICLE VI Covenant for Maintenance and Capital Improvement Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot or the Lodge covenants for itself, its heirs, executors, successors and assigns to pay to the Association (1) annual assessments for charges (which may be charged and assessed monthly) for the payment of Common Expenses attributable to each Owner as directed by the Board of Directors and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as herein provided. Each person who accepts a deed for a Lot or Lodge or accepts title as an heir or devisee shall be deemed to have consented to make such payments and to have agreed to all terms and provisions of this Declaration whether or not the above mentioned provision was included in the contract or deed or other instrument by which he, she or it acquires title. The annual and special assessments together with such interest or other charges constitute a continuing lien upon the land against which each assessment is made. Each such assessment, together with such interest thereon at the rate of 12% per annum for special assessments and cost of collection thereof, as hereinafter provided, shall also be a personal obligation of the person or persons or entity who was a the Owner of such property at the time the assessment fell due. In the case of co-ownership of a Lot all of such co-owners of the Lot shall be jointly and severally liable. Each Owner of a Lot or Lodge covenants for itself, its heirs, executors, successor and assigns that no contract will be made for the sale of any Lot and no deed conveying a Lot shall be delivered unless the same shall include provisions obligating the purchaser to guarantee his, her or their heirs, executors, successors and assigns to pay all obligations created by this Section 1.

Section 2. Purpose of Assessment. The annual assessment levied by the Association shall be used exclusively for promoting the health, safety, pleasure, and welfare of the Owners of Lots and the Lodge, and the costs and expenses incident to the operation of the Owner's Association, including, without limitation, property maintenance and maintenance, repair or replacement of the Common Elements and payment of all taxes and insurance premiums and all costs and expenses incidental to the operation and administration of the Association.

A special assessment may be used for the purpose of paying the cost of a capital improvement for which such special assessment is levied, and all expenses incidental thereto.

Section 3. Annual Assessments. The amount of the annual assessment shall be determined by the treasurer and approved by the Board of Directors and shall be based on the prior years expenses and costs associated with the operation of the Association taking into consideration any anticipated cost increases.

Section 4. Special Assessments. In addition to the annual assessments authorized in Section 3 of this Article, the Association may levy, in any assessment year, a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any necessary and extraordinary expense not covered or payable from funds available from the annual assessments. Said special assessments may include, but are not limited to expenses related to repair, maintenance or replacement of the Common Elements. Any such special assessment shall receive the vote of 51% of all of the votes eligible to be cast by all of the Members in attendance (after a quorum is established), at a meeting duly called for this purpose; written notice of which shall be sent to all Members at least thirty (30) days in advance and which notice shall set forth the purpose of the meeting. A special assessment shall be due and payable as per the terms set forth in the special assessment voted upon by the Members. A special assessment shall be borne equally by the Owner of the Lots and the Lodge.

Section 5. Change in Basis of Assessments. The Board of Directors of the Association may cause to be made a change to the amount of the annual assessments in the event of an emergency situation provided that the total increase of the annual assessment does not exceed \$30.00 per cabin per month.

Section 6. Period for which Annual Assessments are Made. The period for which annual assessments are made shall be for twelve month period extending from January 1st through December 31st.

Each annual assessment shall become due upon and payable on or before the first day of March, following the commencement of such annual assessment period. If the annual assessment is charged monthly, then each monthly payment shall become due and payable on or before the first day of each month.

Upon the purchase of a Lot or the Lodge, the then current dues and annual assessment shall be prorated and paid by the purchaser.

Section 7. List of Assessments, Notice of Assessment Certificate as to Payment. The Board of Directors of the Association shall cause to be prepared a list of the unpaid assessments applicable thereto. Written notice of the unpaid assessment shall be sent to every Owner subject thereto.

The Association shall, upon the request of any Owner or mortgage holder, provide a certificate in writing, signed by an officer of the Association, setting forth whether or not such assessment has been paid.

Section 8. Negligence of Owner. All repairs and maintenance of Common Elements (or the areas immediately adjacent to the Common Elements which provide lateral support to the Common Elements) required due to the negligence or neglect of an Owner shall be charged to the Owner of a Lot or Lodge through special assessment and shall become a lien upon the Lot or Lodge if unpaid.

Section 9. Additions, Alterations, or Improvements by the Board of Directors. Whenever in the judgment of the Board of Directors the common areas shall require additions, alterations, or improvements costing in excess of \$2,000.00, and the making of such additions, alterations or improvements shall have been approved by vote of the majority of the Lot Owners and the Lodge Owner, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Lot Owners and the Lodge Owner for the cost thereof, as a Common Expense. Any additions, alterations or improvements costing singularly less than \$2,000 may be made by the Board of Directors without approval of the Lot Owners and shall be constitute part of the common expenses.

Section 10. Payment of Assessments. No Member shall be permitted to convey, mortgage, pledge, hypothecate or sell his Lot or the Lodge (as applicable) unless and until he shall have paid in full to the Board of Directors all unpaid dues and common assessments theretofore assessed by the Board of Directors against the Lot or the Lodge (as applicable) and until having satisfied all unpaid liens against such Lot or the Lodge (as applicable). Notwithstanding the foregoing, a Member may convey, or sell the Lot or the Lodge (as applicable) subject to all other provisions of these bylaws, to a purchaser who in writing assumes all unpaid common assessments and who agrees to take such Lot or the Lodge (as applicable) subject to all unpaid liens against the same.

Section 11. Owner's Failure to Pay: The Lien for Assessments. Pursuant to the provisions, the obligations of each Owner to pay assessments or special assessments, and any other fines or charges set forth herein (sometimes collectively referred to as the "Assessment") shall be and is hereby secured by a lien on each such Owner's Lot or the Lodge. Each Assessment together with interest thereon and any cost of collection thereof shall be the personal obligation of the Owner of the assessed Lot or the Lodge (as applicable) in addition to the lien against the Lot or the Lodge (as applicable). If an Owner fails to pay the applicable Assessment within thirty (30) days after they are due, interest shall accrue on the past due amount at the maximum rate allowed by law, compounded monthly. Though the lien of Assessments shall require no further recording or action of the Association for perfection, the Association is hereby designated as attorney-in-fact for each Owner for the purposes of executing and recording a statement of lien to provide public

notice of any past due Assessment and to quantify the lien thereof. Each Owner, by purchasing a Lot subject to this Declaration, irrevocably consents, personally and on behalf of his or her heirs, personal representatives, successors, or assigns, to the filing of such a statement of lien by the Association and consents to the recording and indexing of such statement of lien against the Owner and the Lot in the office of the Register of Deeds for Sevier County, Tennessee. The Association may bring suit for and on behalf of itself and as representative of all Owners to enforce collection thereof or to foreclose such lien as provided by law; and there shall be added to the amount due the costs of such suit, together with interest as specified above and reasonable attorney fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Lot. Any Owner who fails or refuses to pay regular assessments, and is more than three (3) months in arrears, or fails to pay any other Assessment as and when due, shall forfeit his right to vote on all matters affecting the Association until such time as all Assessments are brought current by the Owner.

Section 12. Lien Foreclosure and Unit Acquisition by the Association. The Association, acting on behalf of the Owners, shall have the power to foreclose the lien of unpaid Assessments in the same manner as a deed of trust with a power of sale being vested in the Association as exercised by the attorney for the Association. The Association may bid for a Lot at any lien foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Where the purchase of a foreclosed Lot or Lodge will result in a ten percent (10%) or greater increase in Assessments, the purchase shall require the vote or written consent of a majority of the Owners (excluding the defaulting Owner). During the period the Lot or Lodge is owned by the Association following foreclosure: (1) no right to vote shall be exercised on behalf of the foreclosed Unit; (2) no Assessment shall be assessed or levied on it; and (3) each other Lot or Lodge (as applicable) shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged if such Lot or Lodge had not been acquired by the Association. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 13. Grantees Bound By Acceptance of Deed. Each grantee of the Declarant, its successors and assigns, including the Declarant, by the acceptance of a deed of conveyance, or each purchaser under contract of sale, accepts his interest in the Property subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said Land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 14. Notices. Whenever any notice is required to be given under the provisions of this Declaration or the Bylaws of the Association, a waiver thereof in writing by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Notices required to be given to any Owner may be delivered either personally, by mail, by facsimile, by electronic mail with confirmation of receipt

attached, or by nationally recognized overnight delivery to such Owner at his or its address appearing in the records.

ARTICLE VII Common Elements

Section 1. Maintenance. The Association shall be responsible for arranging for the maintenance, repair or replacement of the Common Elements.

Section 2. Owner's Responsibility. Notwithstanding the provisions of Section 1 hereof, each owner shall be responsible for providing adequate drainage along driveway connections to the roadway and for the repair of damage to the Roadways or any of the Common Elements caused by construction activities or any other acts, omissions or neglect on an Owners Lot or Lodge. If an Owner fails to provide adequate drainage or fails to repair such damage within 10 days after receiving written notice from the Association of the corrective measures required, the Association shall have the right, but not the obligation, to install such drainage or repair such damage and the cost thereof shall be a continuing lien against that Owners Lot until Paid in full and may be enforced as an assessment.

Section 3. No Dedication to Public Use. The Roadways shall not be dedicated to the public and nothing contained in this Declaration, whether expressed or implied, shall be construed as a dedication of the Roadways for any public use or purpose whatsoever.

ARTICLE VIII General Provisions

Section 1. Duration. The Covenants and Restrictions set forth in this Declaration shall run with and bind all of the land included in the Property described in Article I (e) and Article II hereof, and shall inure to the benefit of and be enforceable by the Association, and the Owners of any land subject to this Declaration, their respective successors, assigns, heirs, executors, administrators, and personal representatives, for a period of forty (40) years from the date this Declaration is recorded in the office of the Register of Deeds of Sevier County, Tennessee, at the end of which period such Covenants and Restrictions shall automatically be extended for a successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Members at the time of the expiration of the initial period or any extension period, shall sign an instrument, or instruments in which they shall agree to change said Covenants and Restrictions in whole or in part, but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner of every Lot or the Lodge (as applicable) at least ninety (90) days in advance of the action taken in authorizing said agreement.

Section 2. Enforcement. Enforcement of these shall be by the Association in any appropriate proceeding in law or equity having jurisdiction against any person or persons, firm or corporation violating or attempting to violate or circumvent any of these Declarations. Failure by the Association or any Owner, or Member, to enforce any Covenant or Restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

Section 3. Severability. Should any covenant or restriction herein contained or any Article, Section, Subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time or times by the recordation of an instrument executed by Owners holding not less than two-thirds (2/3%) percent of the voting interests, provided no amendment shall impair any right then existing of the holder of any first mortgage or deed of trust.

Section 5. Homeowners. The persons identified as "Owners" in this document join herein for the purpose of acknowledging the impact of the restrictions on each signatory's respective Lot or Lodge, and agreeing to the provisions hereof, as if the restrictions had been placed of record prior to the sale of any said Lots.

ARTICLE IX ADMINISTRATION OF ASSOCIATION

Section 1. Creation of Association. The Association described herein is formed. The Association shall have any and all powers granted by law, this Declaration and the bylaws to effectuate its purpose of operating, managing and maintaining the Property on behalf of all Owners and is hereby charged with the duties prescribed by law as set forth in this Declaration and the bylaws.

Section 2. Powers and Duties of the Association. The Association shall have all the powers and duties provided by law and as set forth in this Declaration and the bylaws. Without limiting the generality of the forgoing, the Association shall have the power of:

- a. Assessments: the power and duty to levy general and special assessments on Owners of Lots and the Lodge and to enforce payment of such Assessments in accordance with the provisions hereof.
- b. Repair, Replacement and Maintenance: The power and duty to maintain existing Roadways, security and water systems in accordance with the standards adopted by the Board of Directors.
- c. Rights, Grants, Permits Licenses and Easements: The power, but not the duty, to grant such permits, licenses and easements over, under or through the common interests.

- d. Other Services: The power and duty to maintain the integrity of the Property and provide services as may become necessary or proper to carry out the Associations obligations and business under the terms of this Declaration, in order to enhance the enjoyment of the Owners of the Property or to facilitate the use of the property by the Owners.
- e. The power but not the duty, if deemed appropriate by the Board of Directors to retain and pay for maintenance personnel, legal and accounting services as necessary or proper in the operation of the property, enforcement of the Rules and Regulations, or in the performing of any other duties or rights of the Association.
- f. Duty to Obtain Insurance: The Board of Directors shall cause to be obtained, maintained and pay the premiums upon, as a common expense, adequate public liability insurance, covering all claims for bodily injury in the amount of \$2,000,000.00, if available and property damage arising out of single occurrence in the amount of \$100,000.00. Coverage under this policy shall include, without limitation, legal liability of the insured's for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property under the Association's control or ownership, and legal liability arising out of law suits related to employment contracts of the Association. The Board of Directors may also purchase such other insurance, as necessary, including, but not limited to errors and omissions, directors, officers and agents liability insurance, malicious mischief, and vandalism insurance, fidelity bonds and workers compensation.

ARTICLE X

Board of Directors

Section 1. All of the Affairs. Policies, regulations and common property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than five (5) nor more than nine (9) persons, who are all to be elected annually by the Members entitled to vote, all as hereinafter defined by the bylaws. All persons elected must be Members of the Association.

Section 2. Rules and Regulations. The Board of Directors may adopt such rules and regulations as it deems proper for the use and occupancy of the Property.

Section 3. Bylaws. The Association shall be controlled and managed by a Board of Directors and shall be governed by the bylaws of the Association, an exemplar of which is attached hereto as Exhibit A. It is specifically contemplated that the bylaws may be freely amended from time to time and that recordation, for the sake of updating Exhibit A, shall not be a condition to the validity of such minutes.

Section 4. Rules and Regulations. The Board of Directors may adopt or amend rules and regulations governing the operation, maintenance, beautification and use of the common areas

not inconsistent with the terms of this Declaration, as it sees fit and the Owner shall be obligated to conform to and abide by such rules and regulations.

Section 5. Management. The Board of Directors may engage the services of a manager who may be any person, upon such terms and compensation as the Association deems fit, and to remove such manager at any time.

Section 6. Professional Services. The Board of Directors may engage the services of any person (including, but not limited to, engineers, accountants and attorneys) deemed necessary by the Association for the operation, repair, maintenance and management of the Association or in connection with any duty, responsibility, or right of the Association, and the Association shall have the authority to remove any such person.

Section 7. Accounts. The Board of Directors shall establish and maintain one or more bank accounts for the deposit of any funds paid to or received by the Association.

Section 8. General Powers. The Board of Directors shall have inherent authority to perform such tasks, to undertake such obligations and generally to administer to the needs of the Association as called for under law, this Declaration, the bylaws or the rules and regulations.

Section 9. Bookkeeping. The Board of Directors shall keep full and correct books of account which shall be open for examination by any Owner, or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours on working days as may be requested by the Owner. All funds collected by the Association hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all of the unit Owners according to their percentage interests.

**AMENDED BYLAWS OF
BROTHERS' COVE OWNER'S ASSOCIATION, INC.**

**ARTICLE I
Application/General**

These are the bylaws of Brothers' Cove Owners Association, Inc. (hereinafter the "Association"), a non-profit corporation existing under the laws of the state of Tennessee, which has been organized for the purposes of administering the Brothers' Cove Subdivision.

Section 1. All present and future owners, mortgages, lessees, licensees and occupants of Property and their employees, and any other persons who may use the facilities of the Association in manner, are subject to these bylaws, the Amended and Restated Declarations of Covenants and Restrictions for Brothers' Cove Subdivision ("Declaration") and the rules and regulations issued pursuant hereto and to the Declaration.

The acceptance of a deed for or conveyance of a property or the entering into of a lease or the act of occupancy of a property shall constitute an agreement that these bylaws, the rules and regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and enforceable upon all such circumstances.

Section 2. Office. The office of the Association and the Board of Directors shall be located at such place as may be designated from time to time by the Board of Directors.

Section 3. Registered Agent and Registered Office. For the purpose of service of process, the Association has designated a resident agent in its Articles of Incorporation, which designation may be changed from time to time by the Board of Directors. The said agent's office shall be deemed an office of the Association for the purpose of service of process.

Section 4. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless a different fiscal year is selected by the Board of Directors.

Section 5. Application. The terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Articles of Incorporation of the Association and in the Declaration, such terms and provisions of said Articles of Incorporation and Declaration to be controlling wherever the same may be in conflict herewith. All present or future Owners, tenants, future tenants, or their employees or delegates, or any other person that might use any of the Lots or the Lodge or any of the facilities thereof in any manner, are subject to the provisions of these Bylaws.

ARTICLE II
Board of Directors

Section 1. Number and Designation. A Board of Directors shall govern the affairs of the Association consisting of at least five (5) nor more than nine (9) members (the "Board"). The Board shall be elected such that at least two (2), but not more than three (3) members shall be subject to election in any year. The intent of this provision is to stagger the election such that all Board Members will not be up for election at the same time. Board Members shall be elected for periods of three (3) years. Each Director shall hold office until his death, resignation, retirement, removal, disqualification or his successor is elected and qualified.

Section 2. Qualifications. In recognition that Owners may be corporate or legal entities of one form or another, members of the Board of Directors need not be individual Members of the Association. In recognition that Owners of Lots may be corporate or legal entities of one form or another, a corporation or legal entity shall be entitled to designate a person for election as a member of the Board of Directors. All other non-corporate or non-legal entity Owners shall be Owners as defined in the Declaration.

Section 3. Manner of Election. Election of directors shall be conducted in the following manner:

a. All members of the Board of Directors shall be elected by a majority of the votes cast at the initial or annual meeting of the members.

b. Vacancies on the Board of Directors caused by any reason shall be filled by vote of the Association, which shall be conducted at a special meeting called by the remaining Board members and held as soon as possible after such vacancy arises; provided, however, a vacancy caused by the removal of a director by a vote of the Association shall be filled by vote of the Association taking place at the same meeting whereby such removal is affected. The Director elected to such vacancy shall serve for the remainder of the term of the director replaced.

Section 4. Quorum and Voting. A quorum at a meeting of the directors shall consist of a majority of the Board Members; provided, however, any director may appear at a meeting of the Board in person, by proxy, by teleconference or video conference. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary of the Association before the designated time of the meeting. Each director shall be entitled to one (1) vote, regardless of the number of Lots owned by such director. The acts of the Board approved by a majority of the votes represented at a meeting shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws or the Declaration. If any meeting of the Board cannot be organized because a quorum has not attended, the directors who are present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 5. Presiding Officer. The presiding officer of meetings of the directors shall be the President. In the absence of the President, the directors present shall designate one of their number to preside.

Section 6. Compensation. Directors of the Association shall not be compensated, but shall be reimbursed for reasonable and necessary out-of-pocket expenses incurred for and on behalf of the Association.

Section 7. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things necessary, except those prohibited by law or by the Declaration or by these bylaws. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- a. Operation, care and upkeep and maintenance of the common areas of the Association.
- b. Determination of common expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the Association.
- c. Collection of assessments from the Owners.
- d. Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas.
- e. Adoption and amendment of the rules and regulations covering the details of the operation and use of the Property, and the enforcement of the rules and regulations.
- f. Opening a bank account on behalf of the Association and designating signatories required therefore.
- g. Obtaining insurance for the Association as defined by the Declaration.
- h. Making of repairs, additions and improvements to or alterations of property and repairs to the Property in accordance with the other provisions of these bylaws and Declaration.
- i. A quarterly report of expenses shall be provided to Owners at their request.
- j. Maintenance of all records of the Association.
- k. All powers, duties and obligations granted to the Association in the Declaration.

Section 8. Notice. Notice of Board meetings shall be given by the president, vice president, secretary or manager to each Board Member and, unless waived in writing, such notice to be written or printed and state the date, time, place and purpose for which such meeting is called. Such notice shall be in writing to each Board Member at his address as it appears on the books of the Association. Notice required to be given to any Board Member may be delivered personally, by mail, by facsimile, by electronic mail with confirmation of receipt attached or by nationally recognized overnight deliver to such Owner at his or her address appearing on the records. Notice shall be sent not less than five (5) days prior to the date set for such meeting. Notice of meetings may be waived in writing either before or after meetings and attendance at any meeting by any Board Member shall be deemed a waiver of the notice requirements with respect thereto unless such Board Member delivers written objection of failure to comply with such notice requirements to the person presiding at the Board meeting.

Section 9. Indemnification. To the extent permitted by the laws of the state of Tennessee, no Director shall be liable to any Owner for injury or damage caused by such Director in the performance of his duties unless due to the willful misfeasance or malfeasance of such Director. Furthermore, each Director shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees, reasonably incurred and imposed upon him in connection with

any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been a director of the Association, whether or not he is a Director of the Association at the times such expenses and liabilities are incurred, except in such cases where the director is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

Section 10. Removal. Any Director or Directors may be removed at any time, with or without cause, by vote of seventy-five (75%) percent of the total vote of the Association at any regular meeting or special meeting thereof. The removed Director shall be replaced according to a majority vote of the remaining Board of Directors at any regular or special meeting.

Section 11. Action Without a Meeting. To the extent now or from time to time hereafter permitted by the law of the state of Tennessee, the Directors may take any action which they might take at a meeting of Directors without a meeting if the action is approved by the Directors, a record of any such action so taken, signed by each Director, to be retained in the Association's minute book and given equal dignity by all persons to the minutes of meetings duly called and held. Any action so approved shall have the same effect as though taken at a meeting of the Board.

ARTICLE III Officers

Section 1. Manager. The Board of Directors, at its discretion, may employ a person or corporation professionally competent in property management to serve as the Manager of the Association, such employment to be authorized by vote of a majority of the Board. The Manager shall be paid such compensation as shall be determined by vote of a majority of the Board and shall hold office until discharged by vote of a majority of the Board.

Section 2. Elected Officers. The Board of Directors, by vote of a majority of the Board, shall elect annually from the membership of the Association a president and a vice president, and a secretary and treasurer, each of whom shall be an Owner and Director. All of such officers or any of them may be removed at any meeting by vote of a majority of the Board. No person may simultaneously hold more than one of the foregoing offices, except that the Board of Directors may, at its sole discretion combine the offices of Secretary and Treasurer into one. Also, the Board of Directors may from time to time elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

Section 3. Vacancies. A vacancy in any office may be filled by the Board at its next meeting. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 4. Powers and Duties of Manager. If retained, the Manager shall exercise the powers and perform the duties assigned by the Declaration and/or these Bylaws to the Manager. The Manager's duties shall include, but not be limited to, the following:

- a. To report on the state of the Association at regular meetings of the Board of Directors and at special meetings called for that purpose, in such detail as shall be required by the Board;
- b. To manage the affairs of the Association, including, without limitation, purchase of supplies and equipment as authorized by the Board of Directors, and supervision of performance of contracts to which the Association is a party;
- c. To have custody of all property of the Association, including funds, and evidence of indebtedness;
- d. To keep the Assessment rolls and accounts of the members;
- e. To keep the books of the Association with good accounting practices as approved by the public accountant for the Association appointed from time to time by the Board of Directors; and
- f. To attend all meetings of the members and meetings of the Board of Directors and Association; and
- g. To exercise such other powers and perform such other duties as shall be prescribed by the Board.

Section 5. Powers and Duties of Elected Officers. The powers and duties of the elected officers shall be as follows:

a. President. The president shall be the chief executive officer of the Association. The president shall preside at meetings of the members and meetings of the Board of Directors, and shall appoint such committees of the Association or the Board of Directors as he in his discretion determines to be appropriate in the conduct of the affairs of the Association. The President shall be an ex-officio member of all standing committees, shall, together with the Manager, if one is retained, have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. The president shall execute all documents and contracts requiring a seal, under the seal of the Association, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board to some other officer or agent of the Association. The president shall exercise such other powers and perform such other duties as shall be prescribed by the Board.

b. Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. The vice president shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Board.

c. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and the members. The secretary shall attend to the giving and serving of all notices to the members and directors, and such other notices required by law. The secretary shall keep appropriate current records of the Association, except those required of the Manager, if one is retained, and shall exercise such other powers and perform such other duties as may be prescribed by the Board.

d. Treasurer. The treasurer shall, in conjunction with the Manager, if one is retained, receive and deposit in bank accounts approved by the Board of Directors all moneys of the Association and shall disburse such funds as directed by a resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for

disbursements made in the ordinary course of business and conducted within the limits of a budget adopted by the said Board.

Section 6. Compensation. Officers of the Association shall not be compensated, but shall be reimbursed for reasonable and necessary out-of-pocket expenses incurred for or on behalf of the Association.

Section 7. Indemnification. To the extent permitted by the laws of the state of Tennessee in effect at the applicable time, no officer shall be liable to any Owner for injury or damage caused by such officer in the performance of his duties unless due to the willful misfeasance or malfeasance of such officer. Furthermore, each officer shall be indemnified by the Association against all liabilities and expenses, including attorneys' fees, reasonably incurred and imposed upon him in connection with any proceeding to which he may be a party or in which he becomes involved by reason of his being or having been an officer of the Association, whether or not he is an officer of the Association at the times such expenses and liabilities are incurred, except in such cases where the officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, however, that in the event of a settlement the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE IV Fiscal Management

Section 1. General. The provisions for fiscal management of the Association set forth in the Declaration and elsewhere in these bylaws shall be supplemented by the provisions of this Article.

Section 2. Assessment Roll. The Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot and the Lodge. Such an account shall designate the name and address of each Owner, the dates and amount of each Assessment against the each Owner, the frequency with which Assessments come due, the amounts paid upon the account and the balance due upon Assessments.

Section 3. Budget.

a. The Board of Directors shall prepare and adopt, a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following items:

(i) A Common Expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of the Common Elements, all costs and expenses described in the Declaration, office expense, utility services, casualty insurance, liability insurance, fidelity bonds, E&O insurance, administration and reserves;

(ii) Proposed Assessments against each member; and

(iii) Any other costs or expenses identified in the Declaration.

b. Copies of the proposed budget and proposed assessments shall be transmitted to each member. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member. Failure to deliver of a copy of any budget or amended budget to each member shall not affect the liability of any member for

any such Assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and Assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to levy, at any time and in their sole discretion, an additional or Special Assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

Section 4. Bank Accounts. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the Manager, if any, or such other persons as are authorized by the Board.

Section 5. Negligence of Owner. All repairs and maintenance of common areas required due to or caused by construction activities, or any other act, omission or neglect, of an Owner of a Lot or Lodge shall be charged to the Owner of a Lot or Lodge through special assessment and shall become a lien upon the Lot or Lodge if unpaid.

Section 6. Additions, Alterations, or Improvements by the Board of Directors. Whenever in the judgment of the Board of Directors the common areas shall require additions, alterations, or improvements costing in excess of \$2,000.00, and the making of such additions, alterations or improvements shall have been approved by vote of the majority of the Lot Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Lot Owners for the cost thereof, as a Common Expense. Any additions, alterations or improvements costing singularly less than \$2,000 may be made by the Board of Directors without approval of the Lot Owners and shall be constitute part of the common expenses.

Section 7. Payment of Assessments. No Lot Owner or Lodge Owner shall be permitted to convey, mortgage, pledge, hypothecate or sell his Lot or the Lodge (as the case may be) unless and until he shall have paid in full to the Board of Directors all unpaid dues and common assessments theretofore assessed by the Board of Directors against the Lot and until having satisfied all unpaid liens against such Lot or the Lodge (as the case may be). Notwithstanding the foregoing, a Lot Owner or Lodge Owner may convey, or sell the Lot or the Lodge (as the case may be) subject to all other provisions of these bylaws, to a purchaser who in writing assumes all unpaid common assessments and who agrees to take such Lot or Lodge subject to all unpaid liens against the same.

Section 8. Audit of Accounts. If requested by any Owner or first mortgage holder, then at such Owner's or first mortgage holder's sole cost and expense, an audit of the accounts of the Association shall be made annually by a certified public accountant, or firm of accountants, and a copy of the report shall be furnished to such Owner or first mortgage holder not later than April 1 of the year following the year for which the report is made.

Section 9. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but

shall be at least an amount equal to one-sixth (1/6) of the estimated total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE V

Members

Section 1. General. Membership in the Association shall be confined to Owners, and such membership shall be appurtenant to and inseparable from Lot ownership. The owner of the Lodge shall also be a Member of the Association.

Section 2. Use and Enjoyment of Common Elements. All present or future Members of the Association shall be entitled to the use and enjoyment of the Common Elements as provided in the Declaration.

Section 3. Suspension of Rights. During any period in which an Owner shall be in default in the payment of any Assessment levied by the Association, the voting rights of such Owner, or the voting rights of the member designated by such Owner and the rights of such Owner to use and enjoy the Common Elements may be suspended by the Board of Directors until such time as such Assessment has been paid. Such rights may also be suspended by the Board of Directors for the violation of the published Rules and Regulations with respect to the use of the Common Elements. The said rules and regulations shall be kept in the office of the Association as a matter of record, and copies thereof shall be furnished to any Owner upon request.

Section 4. Powers and Duties of Members. Powers and duties of members shall be those powers and duties specified in the Act, the Declaration and these bylaws to be exercised and be performed upon a vote of the Owners. Such powers and duties shall include, but not be limited to, the following:

- a. Election of directors, as provided by these bylaws;
 - b. Removal of any director upon vote of seventy-five (75%) percent of the total vote of the Association, and election of a replacement therefore upon vote of a majority of said total vote;
 - c. Proposal of amendments to the Declaration, as provided in the Declaration;
- and
- d. Approval of amendments to the Bylaws, as provided in these Bylaws.

ARTICLE VI

Meetings of Members

Section 1. Place of Meetings. Meetings of the members shall be held at such suitable place as may be designated by the Board of Directors from time to time.

Section 2. Annual Meetings. Annual meetings of the Members shall be held at 10:00 a.m. on the second Saturday of August of each year or on a different date as determined by the Board of Directors and published to the members as herein below provided. At such annual meetings, the members shall elect directors, review annual reports and transact any other business authorized to be

transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day.

Section 3. Special Meetings. Special meetings of the Members shall be held whenever called by the president or vice president or by a majority of the total votes of the Board, and must be called by such officers upon receipt of a written request from members entitled to cast twenty-five (25%) percent of the total vote of the Association.

Section 4. Notice of Meetings. Notice of all meetings of Members, regular or special, shall be given by the president, vice president or secretary to each Member, and unless waived in writing, such notice to be written or printed and to state the time, date, place and purpose for which the meeting is called. Only the business stated in such notice may be transacted at a special meeting. Such notice shall be in writing to each Member at his or her address as it appears on the books of the Association. Notice required to be given to any Owner may be delivered personally, by mail, by facsimile, by electronic mail with confirmation of receipt attached, or by nationally recognized overnight delivery to such Owner at his or her address appearing on the records. Notice shall be mailed or faxed not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived in writing either before or after meetings, and attendance at any meeting by a Member shall be deemed a waiver of the notice requirements with respect thereto unless such Member delivers written objection of failure to comply with such notice requirements to the person presiding at the meeting.

Section 5. Presiding Officer. The presiding officer at all meetings of Members shall be the president, in whose absence the vice president shall preside. If neither such officer is present, the Members shall elect a chairman to preside at the particular meeting.

Section 6. Order of Business. The order of business at annual meetings of members, and, as far as practical at all other meetings of members, shall be as follows:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading and approval of minutes of preceding meeting;
- d. Reports of officers;
- e. Reports of committees, if any;
- f. Election of directors;
- g. Unfinished business;
- h. New business; and
- i. Adjournment.

Section 7. Action Without a Meeting. To the extent now or from time to time hereafter permitted by the law of the state of Tennessee, any action required or permitted by law or by the Declarations or bylaws to be taken at a meeting of the Members may be taken without a meeting if the action is taken by all of the Members who would have been entitled to vote if such meeting were held. The action must be evidenced by one or more written consents describing the action taken,

signed by each Member entitled to vote upon such action, and included in the minutes filed with the corporate records reflecting the action taken.

ARTICLE VII

Voting, Quorum, Proxies

Section 1. Vote of Members. The Association shall have one class of voting membership which shall consist of all Owners. On all matters upon which the Members are entitled to vote, each Member shall be entitled to cast one (1) vote per Lot and the owner of the Lodge shall be entitled to cast one (1) vote.

Section 2. Lots Owned Jointly, etc. The vote of the Owners of a Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot or by the agent of such corporation or other entity, and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate or until such Owners sell their Lot. If such a certificate is not on file, the vote of such Owners shall not be considered in establishing a quorum or for any other purpose.

Section 3. Quorum. At all meetings, regular or special, a quorum shall consist of the presence in person or by proxy, of Owners representing fifty percent (50%) or more of the voting rights set forth in the Declaration. Except where otherwise required under the provisions of the articles of incorporation of the Association, these bylaws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of a majority of Owners represented at any duly called members' meeting at which a quorum is present shall be binding upon the members. Present in person shall include those Members participating by teleconference or video conference and who acknowledge the attendance and agreement to be present at the meeting in such manner.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the secretary of the Association at or before the designated time of the meeting.

ARTICLE VIII

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, or by any holder, insurer or guarantor of a first mortgage that is secured by a Lot, at the principal office of the Association. The Declaration and the articles of incorporation and bylaws of the Association shall at all times during reasonable business hours be available for inspection by any member, or by any holder, insurer or guarantor of a first mortgage that is secured by a Lot, at the principal office of the Association, where copies may be purchased for a reasonable price.

ARTICLE IX
Amendments to Bylaws

Section 1. Proposal. Amendments to these bylaws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the directors, or by a majority of Owners, whether meeting as members or by instrument in writing signed by them.

Section 2. Notice. Upon any amendment or amendments to these bylaws being proposed by said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the president of the Association, who shall thereupon call a special joint meeting of the Board of Directors and the membership for a date not sooner than twenty (20) days or later than ninety (90) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members if required as herein set forth.

Section 3. Adoption. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the Lots and Lodge. Thereupon, such amendment or amendments to these bylaws shall be transcribed, certified by the president and secretary of the Association, and a copy thereof shall be recorded in the Association's minute book, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Board of Directors and members; provided, however, any amendment to these bylaws that effects a change in the Association's system of administration shall not become operative until it is embodied in an instrument that is recorded in the same office and in the same manner as the Declaration.

Section 4. Delivery of Written Vote. At any meeting held to consider any amendment to the bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

ARTICLE X
Miscellaneous

Section 1. Definitions. All capitalized and lower-case terms used in these bylaws, unless the context requires otherwise or unless otherwise specified herein, shall have the same meaning as in the Declaration.

Section 2. Priority of Declaration. In the event of any conflict between the provisions of the Declaration and the provisions of these bylaws, the provisions of the Declaration shall control.

Section 3. Use of Pronouns, etc. For purposes of these bylaws, masculine or feminine pronouns shall be substituted for those in the neuter form, and vice versa, and the plural shall be substituted for the singular, any place or places herein where the context may require such substitution.

Section 4. Headings. The headings or titles of sections or subdivisions of these bylaws are inserted as a matter of convenience only, and are not intended to define or limit the subject matter of such sections or subdivisions in any manner.

Section 5. Severability. If any provision of these bylaws or part thereof shall be adjudged invalid, the same shall not affect the validity of any other provision of these bylaws or part thereof.

IN WITNESS WHEREFOE, the parties hereto have executed this Declaration on the day and year first above written.

DECLARANT:

BROTHER'S COVE OWNERS ASSOCIATION, INC.

By: Michael Pepper, President
Michael Pepper, President

By: Rumie C. Odom
Secretary

**STATE OF TENNESSEE
COUNTY OF SEVIER**

Before me, a notary public, in and for said state and county aforesaid, duly commissioned and qualified, personally appeared **MICHAEL PEPPER**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself to be the President of Brother's Cove Owners Association, Inc., the within named bargainer, a Tennessee corporation, and that he as such President, being duly authorized to do so, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation, by himself as such President of the corporation.

Witness my hand this the 8th of August 2012.

W. Odom
Notary Public

My Commission Expires: 8-1-15



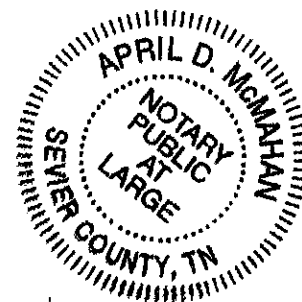
**STATE OF TENNESSEE
COUNTY OF SEVIER**

Before me, a notary public, in and for said state and county aforesaid, duly commissioned and qualified, personally appeared Rowie G. Odum with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself to the Secretary of Brother's Cove Owners Association, Inc., the within named bargainor, a Tennessee corporation, and that he as such Secretary, being duly authorized to do so, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation, by himself as such Secretary of the corporation.

Witness my hand this the 18th of August 2012.

April D. McManhan
Notary Public

My Commission Expires: 8-11-15



CERTIFICATE OF ASSOCIATION PRESIDENT AND SECRETARY

Comes Michael Pepper, the current President, and Ronnie C. Odom, the current Secretary, of the Brother's Cove Owners Association, Inc., a Tennessee non-profit corporation (the "Association") and being sworn according to law, do hereby acknowledge and certify as follows:

1. More than seventy-five percent (75%) of the owners of Lots at Brother's Cove Owners Association, Inc. and the Brother's Cove Subdivision, consented to and approved the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, to which this certification is attached. This certification is sworn to by the undersigned President and Secretary as of the 18th day of August 2012.

BROTHER'S COVE OWNERS ASSOCIATION, INC.

By: Michael Pepper, President
Michael Pepper, President

By: Ronnie C. Odom
Secretary

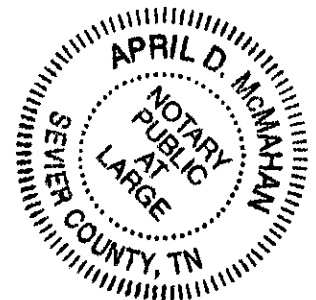
**STATE OF TENNESSEE
COUNTY OF SEVIER**

Before me, a notary public, in and for said state and county aforesaid, duly commissioned and qualified, personally appeared **MICHAEL PEPPER**, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself to the President of Brother's Cove Owners Association, Inc., the within named bargainer, a Tennessee corporation, and that he as such President, being duly authorized to do so, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation, by himself as such President of the corporation.

Witness my hand this the 18th of August 2012.

[Signature]
Notary Public

My Commission Expires: 8-11-15



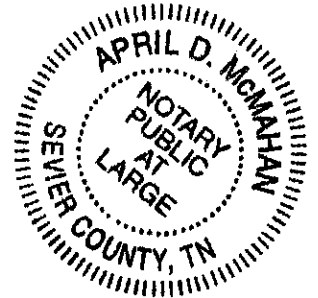
**STATE OF TENNESSEE
COUNTY OF SEVIER**

Before me, a notary public, in and for said state and county aforesaid, duly commissioned and qualified, personally appeared Bonnie C. Odum with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself to the Secretary of Brother's Cove Owners Association, Inc., the within named bargainor, a Tennessee corporation, and that he as such Secretary, being duly authorized to do so, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation, by himself as such Secretary of the corporation.

Witness my hand this the 18th of August 2012.

April D. McMaham
Notary Public

My Commission Expires: 8-11-15

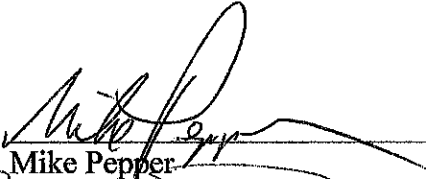



1, 26, 18

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lots 1, 26, & 18 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.




Mike Pepper


Brenda Pepper

STATE OF Tennessee
COUNTY OF Sevier

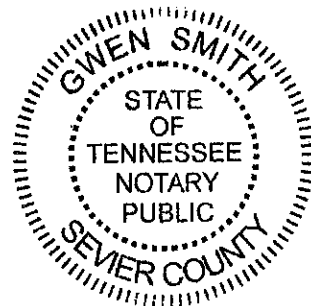
Before me, the undersigned authority, personally appeared the within named bargainer(s), Mike and Brenda Pepper, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 10 day of May 2012.



Notary Public

My Commission Expires: 12/27/15



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 2 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

W L Douglas
W. L. DOUGLAS Gen. Partner.
DOUGLAS INVESTMENT PROPERTIES

STATE OF GA
COUNTY OF CHEROKEE

Before me, the undersigned authority, personally appeared the within named bargainor(s), William Lamar Douglas, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 7th day of August 2012.

Claudia Bingham
CLAUDIA BINGHAM
NOTARY PUBLIC
Cherokee County - State of Georgia
My Comm. Expires July 31, 2014

My Commission Expires: July 31/2014

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 3 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I RHONDA OVERSTREET (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

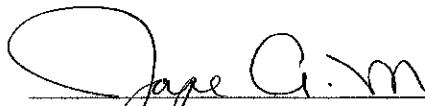


(RHONDA OVERSTREET)

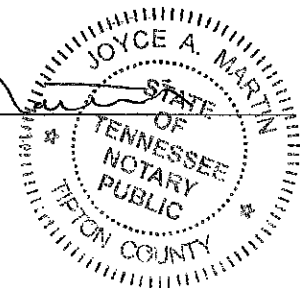
STATE OF Tennessee
COUNTY OF Tipton

Before me, the undersigned authority, personally appeared the within named bargainor(s), Rhonda Overstreet, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 8th day of Aug 2012.



Notary Public



My Commission Expires: 01-20-2013

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 4 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

BRYON MCINTYRE #4 HAVEN FOR YOU
(Homeowner)
Bryon _____ 5/21/12

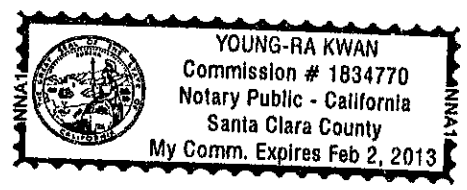
STATE OF California
COUNTY OF Santa Clara

Before me, the undersigned authority, personally appeared the within named bargainer(s), Bryon Nicholas McIntyre, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 21st day of May 2012.

[Signature]
Notary Public

My Commission Expires: Feb. 2, 2013



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 5 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding on my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Clyde Fyffe
Clyde Fyffe
Glenda Fyffe
Glenda Fyffe

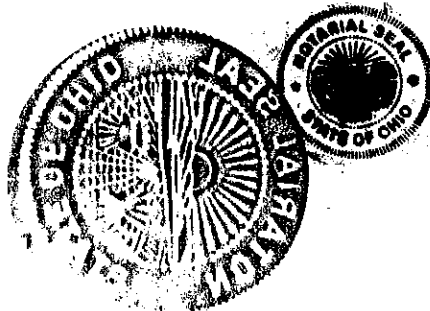
STATE OF Ohio
COUNTY OF Fayette

Before me, the undersigned authority, personally appeared the within named bargainor(s), Clyde Fyffe + Glenda Fyffe, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 23rd day of July 2012.

Evelyn A Pentzer
Notary Public

My Commission Expires: 9/1/15

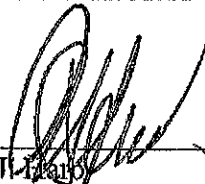


EVELYN A. PENTZER
Notary Public
State of Ohio
My Commission Expires
9-1-2015


CERTIFICATION AND VOTE OF HOMEOWNER

We, Albert J. Harb and Carmen Harb, the owners of Lot 6 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument the 26 day of June 2012.



Albert J. Harb



Carmen Harb

**STATE OF TENNESSE
COUNTY OF KNOX**

Before me, the undersigned authority, personally appeared the within named bargainors, ALBERT J. HARB and CARMEN HARB, with whom I am personally acquainted and who acknowledged that they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 26 day of June 2012.



Notary Public

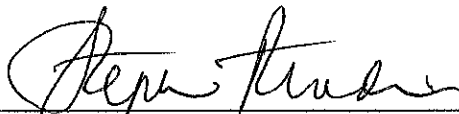


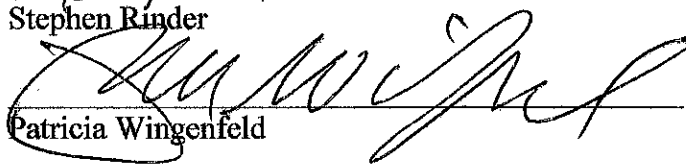
My Commission Expires: 3-8-2015

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 8 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.




Stephen Rinder


Patricia Wingefeld

STATE OF Florida
COUNTY OF Manatee

Before me, the undersigned authority, personally appeared the within named bargainor(s), Stephen Rinder Patricia Wingefeld, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 6 day of August 2012.



Notary Public

My Commission Expires: 4-14-2015



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 9 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

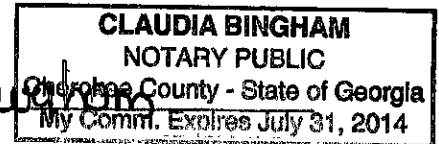
Neva L Douglas
Neva Douglas

STATE OF GA
COUNTY OF CHEROKEE

Before me, the undersigned authority, personally appeared the within named bargainor(s), Neva Douglas, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 7th day of August 2012.

Claudia Bingham
Notary Public



My Commission Expires: July 31/2014

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 10 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

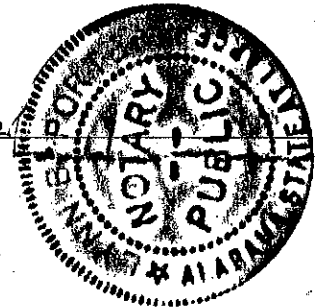
Brice Boatwright
Brice Boatwright

STATE OF Alabama
COUNTY OF Jefferson

Before me, the undersigned authority, personally appeared the within named bargainor(s), Brice Boatwright, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 11th day of May 2012.

Brice Boatwright
Notary Public



My Commission Expires: 5-28-12

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 11 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Eugene Arms
Eugene ARMS

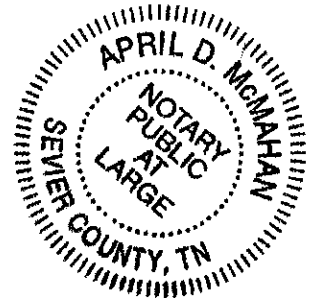
STATE OF Tennessee
COUNTY OF Sevier

Before me, the undersigned authority, personally appeared the within named bargainor(s), Eugene Arms, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 18th day of August 2012.

April D. McMahon
Notary Public

My Commission Expires: 8-11-15



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 12 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Fred H. Smith

(Homeowner)

Marie O. Smith

STATE OF Illinois
COUNTY OF McLean

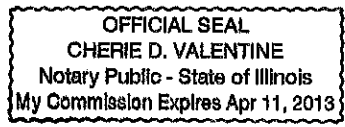
Before me, the undersigned authority, personally appeared the within named bargainer(s), Fred H. Smith, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 10th day of May 2012.

Cherie D. Valentine

Notary Public

My Commission Expires: 4/11/2013



Smith

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 13 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I DOLORES JONES (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

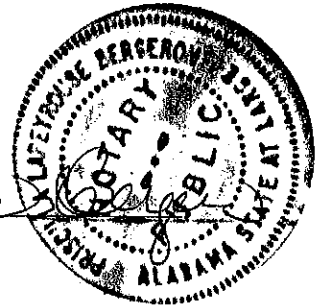
Dolores Jones
(DOLORES JONES)

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned authority, personally appeared the within named bargainor(s), Dolores Jones, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 15th day of July 2012.

Bessie Lefebvre
Notary Public



My Commission Expires: August 21, 2012

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 15 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I SKIP & CHRISTEL LILLY (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Skip Lilly
(SKIP LILLY)
Christel Lilly
(CHRISTEL LILLY)

STATE OF Florida
COUNTY OF Volusia

Before me, the undersigned authority, personally appeared the within named bargainor(s), Christopher Lilly & Christel Lilly, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 16th day of August 2012.

Patricia G. Sorrentino
Notary Public
 PATRICIA E. G. SORRENTINO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD961528
Expires 4/30/2014

My Commission Expires: 4-30-14

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 16 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Thomas A. Pickle Sr.

Thomas A. Pickle, *SR.*

Sharon A. Pickle

Sharon Pickle

STATE OF *South Carolina*
COUNTY OF *Richland*

Before me, the undersigned authority, personally appeared the within named bargainor(s) *Thomas A. Pickle Sr. Sharon A. Pickle* with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 1st day of June 2012.

M. Bartel
Notary Public

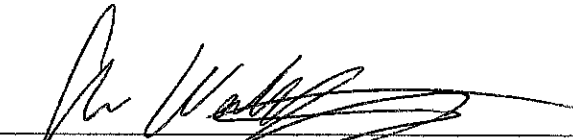


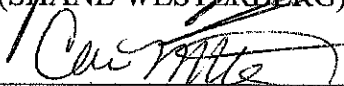
Expires: Aug 11, 2013

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 17 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I SHANE & CARRIE WESTERBERG (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



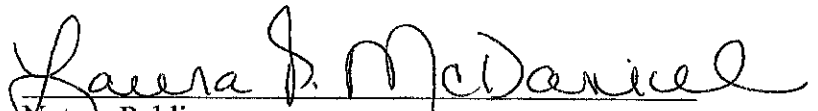
(SHANE WESTERBERG)


(CARRIE WESTERBERG)

STATE OF North Carolina
COUNTY OF Davidson

Before me, the undersigned authority, personally appeared the within named bargainor(s), Shane Westerberg and Carrie Westerberg with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 8th day of August 2012.



Notary Public

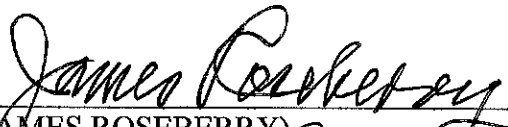
My Commission Expires: 6/2/2015

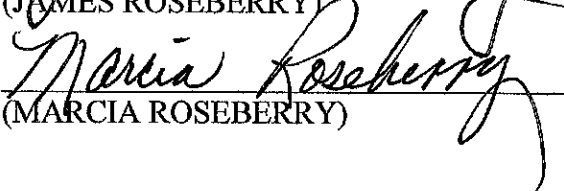
LAURA P McDANIEL
NOTARY PUBLIC
DAVIDSON COUNTY, NC
My Commission Expires 6-2-2015

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 19 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I JAMES & MARCIA ROSEBERRY (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



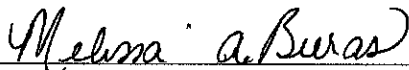
(JAMES ROSEBERRY)


(MARCIA ROSEBERRY)

STATE OF Mississippi
COUNTY OF Forrest

Before me, the undersigned authority, personally appeared the within named bargainor(s), James Roseberry + Marcia Roseberry with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 16th day of August 2012.



Notary Public

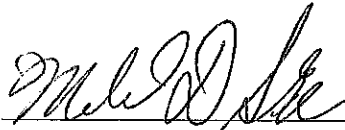
My Commission Expires: _____

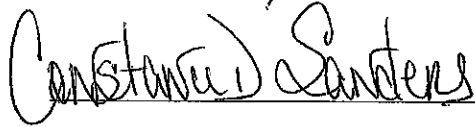


CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 20 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

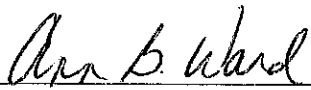




STATE OF Florida
COUNTY OF Escambia

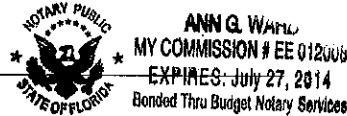
Before me, the undersigned authority, personally appeared the within named bargainer(s), Michael + Constance Sanders, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 20th day of July 2012.



Notary Public

My Commission Expires:



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 21 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we), Harold Owen, agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

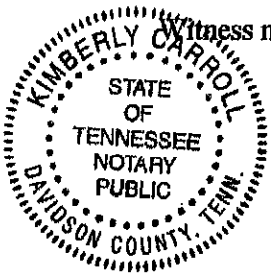
IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



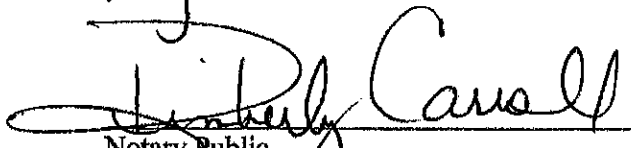
Harold Owen

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned authority, personally appeared the within named bargainor(s), HAROLD OWEN, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.



Witness my hand this 27th day of August 2012.




Notary Public

My Commission Expires: My Commission Expires JUNE 21, 2016

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 22 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I KATIE DUNN (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

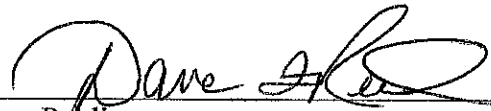


(KATIE DUNN)

STATE OF TENNESSEE
COUNTY OF SEVIER

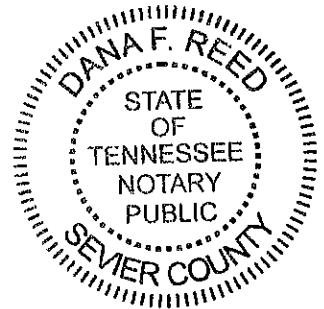
Before me, the undersigned authority, personally appeared the within named bargainer(s), A. Katie Dunn, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 14 day of August 2012.



Notary Public

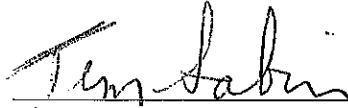
My Commission Expires: 8-13-2014



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 23 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I, Tim Sabin, (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

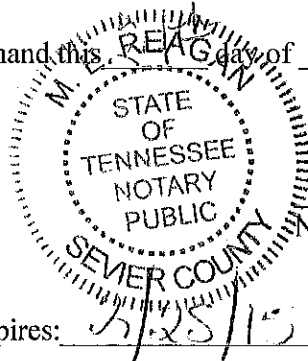


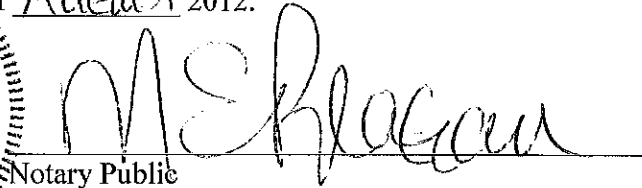
Tim Sabin

STATE OF Tennessee
COUNTY OF Sevier

Before me, the undersigned authority, personally appeared the within named bargainor(s), Tim Sabin, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 15th day of August 2012.





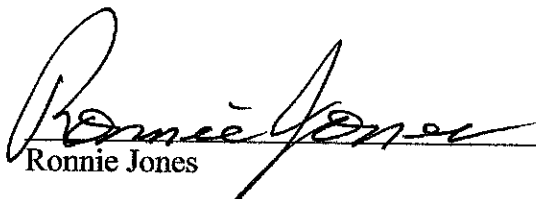
Notary Public

My Commission Expires: 5/25/15

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 25 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



Ronnie Jones

STATE OF GEORGIA
COUNTY OF DOUGLAS

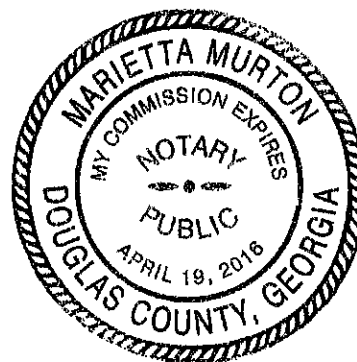
Before me, the undersigned authority, personally appeared the within named bargainor(s), Ronnie Jones, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 30 day of May 2012.



Notary Public

My Commission Expires: April 19, 2016



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 27 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I DALE & LINDA BOLEN (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Dale Bolen
(DALE BOLEN)
Linda Bolen
(LINDA BOLEN)

STATE OF Ohio
COUNTY OF Montgomery

Before me, the undersigned authority, personally appeared the within named bargainor(s), DALE BOLEN & LINDA BOLEN, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 26 day of July 2012.

Rebecca A Bishop
Notary Public

My Commission Expires: March 19, 2017

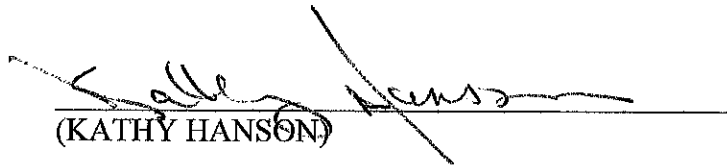


REBECCA A. BISHOP
Notary Public, State of Ohio
My Commission Expires March 19, 2017

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 28 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I KATHY HANSON (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

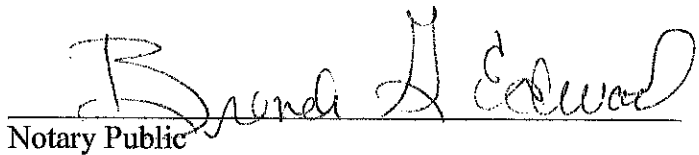


(KATHY HANSON)

STATE OF MS
COUNTY OF Lowndes

Before me, the undersigned authority, personally appeared the within named bargainor(s), Kathy Hanson, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 2 day of Aug 2012.



Notary Public

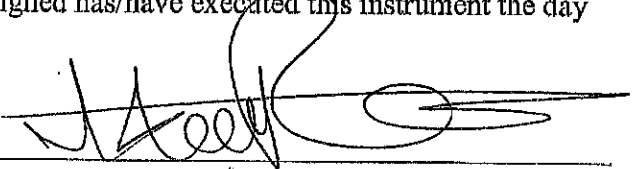
My Commission Expires _____




CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 29 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.





STATE OF Georgia
COUNTY OF Gwinnett

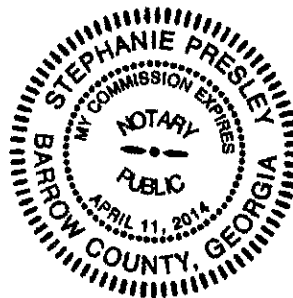
Before me, the undersigned authority, personally appeared the within named bargainor(s), Alaa Pasha Sue Pasha, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 6 day of August 2012.



Notary Public

My Commission Expires: April 11, 2014



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 30 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Todd Bridwell
Todd Bridwell
Gennie Bridwell
Gennie Bridwell

STATE OF Ky
COUNTY OF Kenton

Before me, the undersigned authority, personally appeared the within named bargainer(s), TODD BRIDWELL & Gennie BRIDWELL, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 11 day of June 2012.

Diane Marie Dirkes
Notary Public


My Commission Expires: 4/11/13

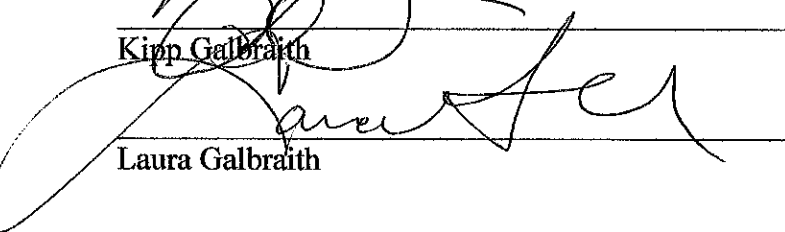


CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 32 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



Kipp Galbraith


Laura Galbraith

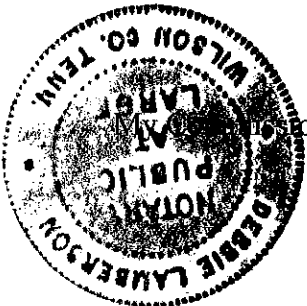
STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared the within named bargainer(s), Kipp Galbraith & Laura Galbraith with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 26th day of May 2012.



Notary Public



Commission Expires: 12-7-2012

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 33 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding on my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Tim Martindale

Tim Martindale

Karen Martindale

Karen Martindale

STATE OF Tennessee
COUNTY OF Knox

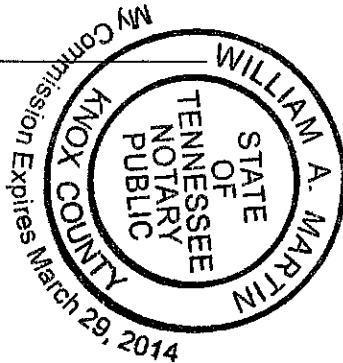
Before me, the undersigned authority, personally appeared the within named bargainor(s), Tim Martindale, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 18TH day of May 2012.

William A. Martin

Notary Public


My Commission Expires: _____



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 34 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I RIGOBERTO CUEVAS (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

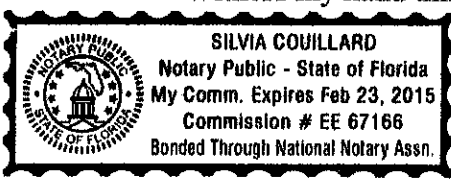


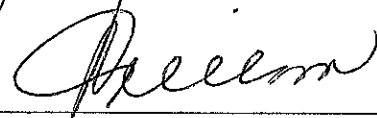
(RIGOBERTO CUEVAS)

STATE OF Florida
COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared the within named bargainer(s), Rigoberto Cuevas, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 28th day of August 2012.





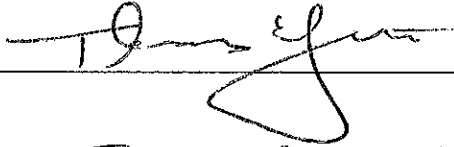
Notary Public

My Commission Expires: 2/23/2015

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 35 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

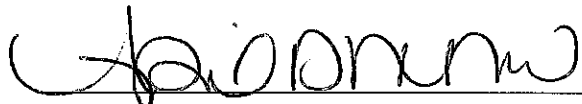


THOMAS E. SCOTT

STATE OF Tennessee
COUNTY OF Sevier

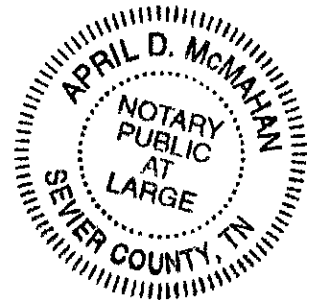
Before me, the undersigned authority, personally appeared the within named bargainor(s), Thomas E Scott, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 18th day of August 2012.



Notary Public


My Commission Expires: 8-1-15



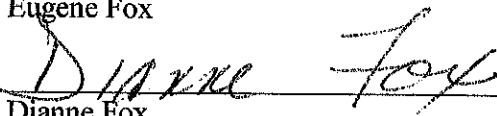
CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 37 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I, Eugene and Dianne, (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



Eugene Fox

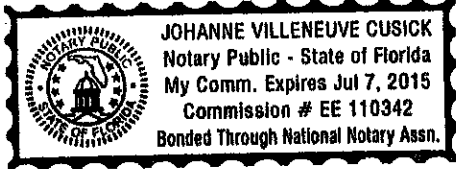


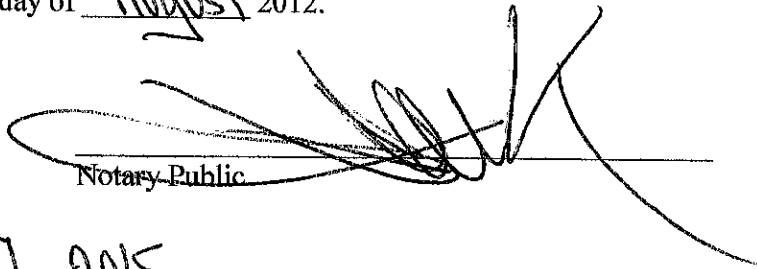
Dianne Fox

STATE OF Florida
COUNTY OF Broward

Before me, the undersigned authority, personally appeared the within named bargainor(s), Dianne Fox and Eugene Fox with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 10 day of August 2012.





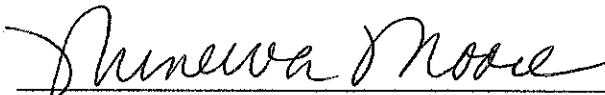
Notary Public

My Commission Expires: July 7, 2015

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 40 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

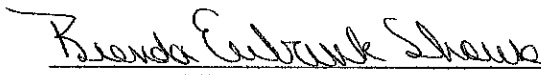


Minerva Moore

STATE OF TN
COUNTY OF MAURY

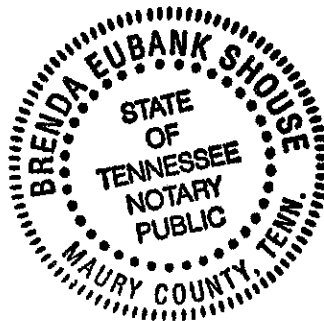
Before me, the undersigned authority, personally appeared the within named bargainer(s), Minerva Moore, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 9th day of August 2012.



Notary Public

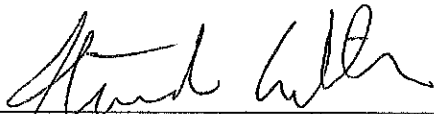
My Commission Expires: 6-24-2014

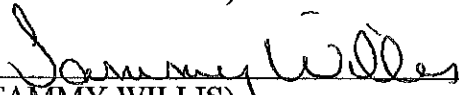


CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 41 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I STUART & TAMMY WILLIS (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



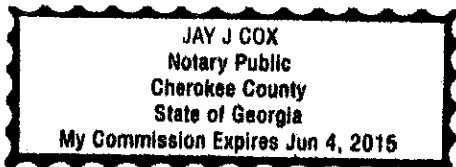
(STUART WILLIS)


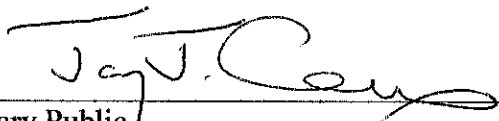
(TAMMY WILLIS)

STATE OF GA
COUNTY OF CHEROKEE

Before me, the undersigned authority, personally appeared the within named bargainor(s), Stuart & Tammy Willis, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 17 day of AUGUST 2012.





Notary Public

My Commission Expires: 6.4.15

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 42 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

[Handwritten Signature]

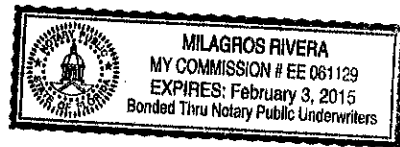
STATE OF Florida
COUNTY OF Dade-Miami

Before me, the undersigned authority, personally appeared the within named bargainer(s), Jose & Aramis Niro, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 13th day of November 2012.

[Handwritten Signature]
Notary Public


My Commission Expires: _____



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 45 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I TOM ANDRESS (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



(TOM ANDRESS)

STATE OF Indiana
COUNTY OF Bartholomew

Before me, the undersigned authority, personally appeared the within named bargainer(s), Tom Andress, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 13 day of July 2012.



Notary Public

My Commission Expires: 12-14-14



NOTARY PUBLIC
Patricia D. Eggleston
Commission Expires: 12-14-2014
Resident of Jennings County

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 46 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I ~~GLAZI~~WALTER & DIANE GRUBB (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns. (initials)

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Walter Grubb
(WALTER GRUBB)

(DIANE GRUBB)

STATE OF Tennessee
COUNTY OF Sevier

Before me, the undersigned authority, personally appeared the within named bargainor(s), Walter Grubb, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 6 day of August 2012.

Toni B. Gioioso
Notary Public

My Commission Expires: 2-27-2016



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 46 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Walter Grubb

Diane Grubb
Diane Grubb

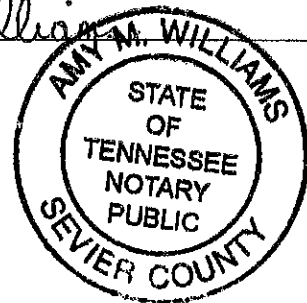
STATE OF TN
COUNTY OF Sevier

Before me, the undersigned authority, personally appeared the within named bargainer(s), Diane Grubb, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 7 day of August 2012.

Amy M. Williams
Notary Public

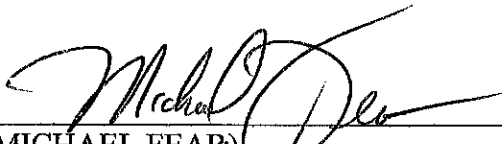
My Commission Expires: Dec. 18, 2012




CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 47 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I MICHAEL & MELANIE FEAR (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



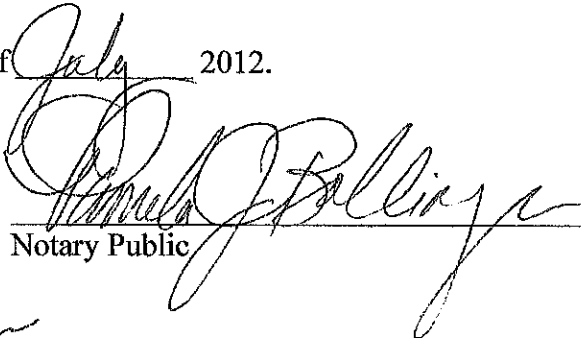
(MICHAEL FEAR)


(MELANIE FEAR)

STATE OF Illinois
COUNTY OF Sangamon

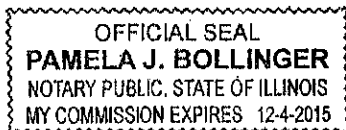
Before me, the undersigned authority, personally appeared the within named bargainor(s), Michael Fear; Melanie Fear, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 20th day of July 2012.



Notary Public

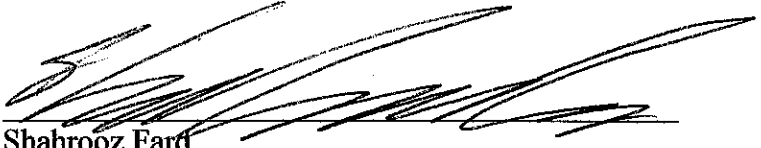
My Commission Expires: 12-4-15



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 48 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.


Shahrooz Fard

STATE OF Tennessee
COUNTY OF Sevier

Before me, the undersigned authority, personally appeared the within named bargainor(s), Shahrooz Fard ^{By TN DL 102987008} with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 20 day of July 2012.




Notary Public

My Commission Expires: 2/27/16

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 49 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



Richard Hale

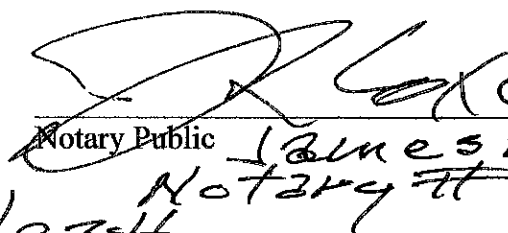


Donna Hale

STATE OF Louisiana
COUNTY OF East Baton Rouge

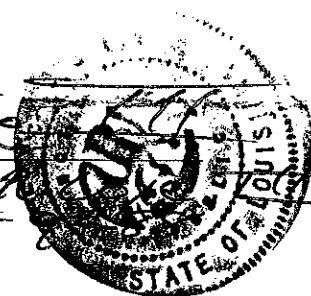
Before me, the undersigned authority, personally appeared the within named bargainor(s), Richard Hale & Donna Hale, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 1 day of August 2012.



Notary Public

James T. Notary



My Commission Expires: @ death

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 50 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

[Signature]
Tiffany Perhala

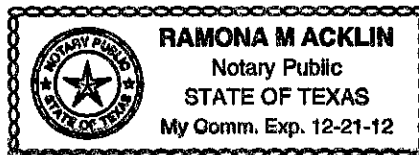
STATE OF TN
COUNTY OF Sevier

Before me, the undersigned authority, personally appeared the within named bargainor(s), Scott and Tiffany Perhala, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 29th day of September 2012.

[Signature]
Notary Public


My Commission Expires: 12-21-12

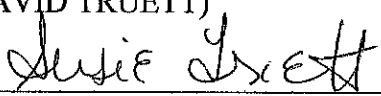


CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 51 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I DAVID & SUSIE TRUETT (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



(DAVID TRUETT)


(SUSIE TRUETT)

STATE OF Tennessee
COUNTY OF Sevier

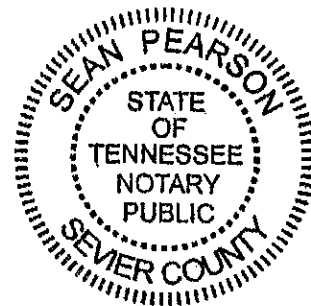
Before me, the undersigned authority, personally appeared the within named bargainor(s), David Truett, Susie Truett, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 6th day of August 2012.



Notary Public

My Commission Expires: 3-27-2016



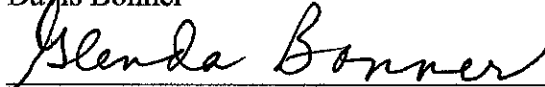
CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 53 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding on my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



Davis Bonner

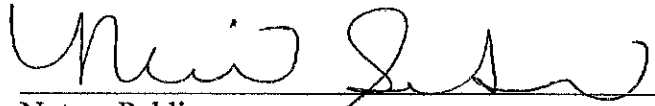
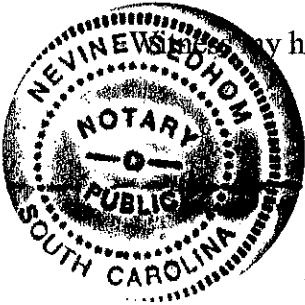


Glenda Bonner

STATE OF SC
COUNTY OF Lancaster

Before me, the undersigned authority, personally appeared the within named bargainer(s), Davis Bonner and Glenda Bonner with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

My hand this 3 day of Aug 2012.



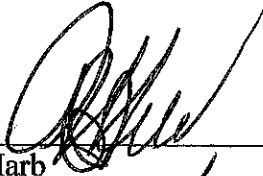
Notary Public

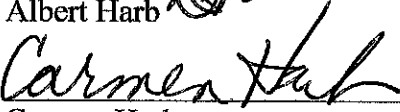
My Commission Expires: July 13, 2019

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 54 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



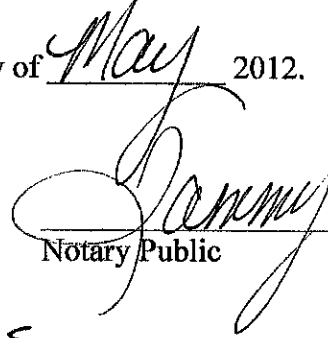
Albert Harb


Carmen Harb

STATE OF Tennessee
COUNTY OF KNOX

Before me, the undersigned authority, personally appeared the within named bargainor(s), Albert Harb & Carmen Harb with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 10 day of May 2012.



Notary Public


My Commission Expires: 3-8-2015

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 55 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I KEVIN ROGERS (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



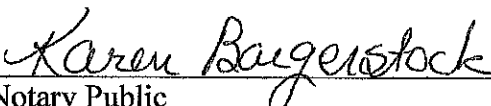
(KEVIN ROGERS)

STATE OF TN
COUNTY OF KNOX

Before me, the undersigned authority, personally appeared the within named bargainor(s), Kevin L. Rogers, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 4th day of October 2012.





Notary Public

My Commission Expires 05-05-2015

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 56 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Joe V. Jordan
Joe Jordan
Susan Jordan
Susan Jordan

STATE OF OHIO
COUNTY OF Fayette

Before me, the undersigned authority, personally appeared the within named bargainor(s), Joe Jordan + Susan Jordan, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 4 day of August 2012.

Vicki L. McBee
Notary Public

My Commission Expires: 11-17-2014

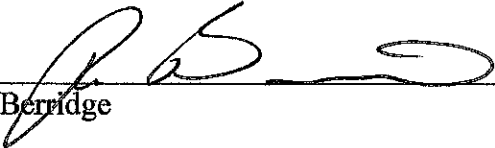


VICKI L McBEE
Notary Public State of Ohio
My Commission Expires
Nov 17 2014

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 57 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



Ron Berridge

STATE OF OH
COUNTY OF Medina

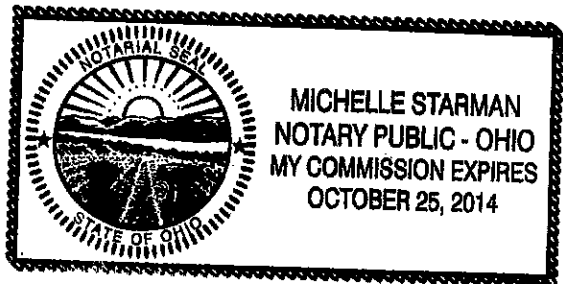
Before me, the undersigned authority, personally appeared the within named bargainer(s), Ron Berridge, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 22nd day of June 2012.



Notary Public

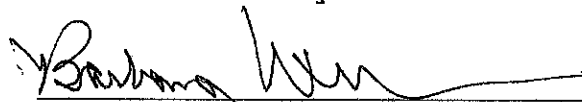
My Commission Expires: Oct 25 2014

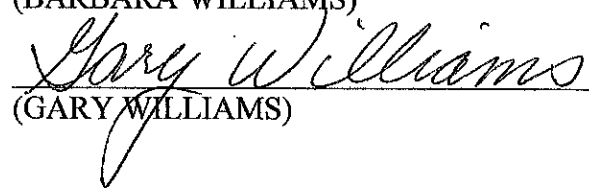


CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 59 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I BARBARA & GARY WILLIAMS (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



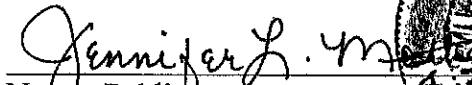
(BARBARA WILLIAMS)


(GARY WILLIAMS)

STATE OF Ohio
COUNTY OF Allen

Before me, the undersigned authority, personally appeared the within named bargainer(s), Gary & Barbara Williams, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 16 day of July 2012.



Notary Public



JENNIFER L. MOTTER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 1-22-13

My Commission Expires: 1-22-13

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 60 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I RON ODOM (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Ronnie C. Odom
(RON ODOM)
Patricia S. Odom
PATRICIA S. ODOM

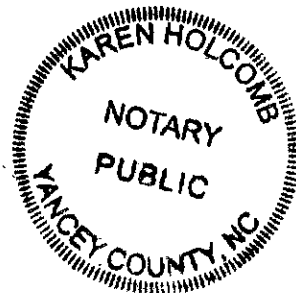
STATE OF NC
COUNTY OF Worcester

Before me, the undersigned authority, personally appeared the within named bargainer(s), Ronnie C. Odom & Patricia S. Odom, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 7 day of August 2012.

Karen Holcomb
Notary Public

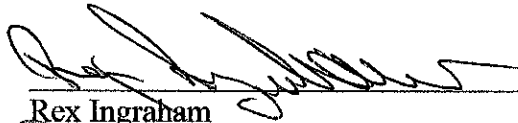
My Commission Expires: 8/13/2014




CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 61 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



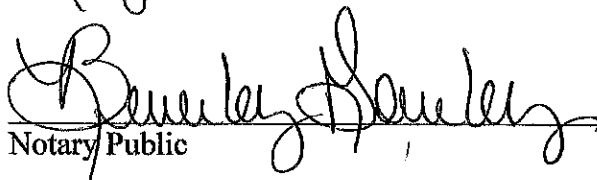
Rex Ingraham


Deborah Ingraham

STATE OF Tennessee
COUNTY OF Madison

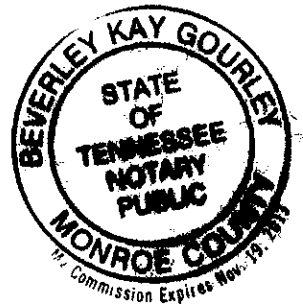
Before me, the undersigned authority, personally appeared the within named bargainer(s), Rex Ingraham & Deborah Ingraham, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 14th day of May 2012.



Notary Public

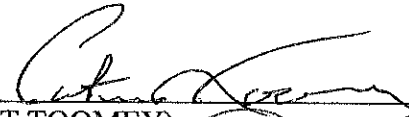
My Commission Expires: 11-19-2013

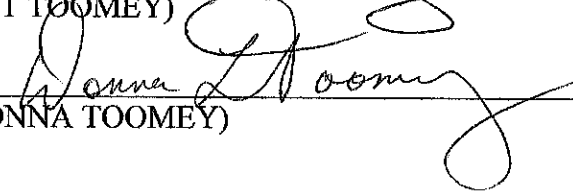


CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 68 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I PAT & DONNA TOOMEY (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



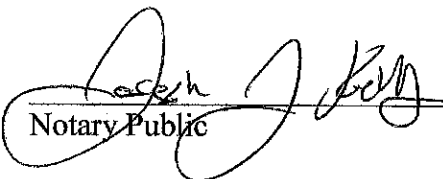
(PAT TOOMEY)


(DONNA TOOMEY)

STATE OF Maryland
COUNTY OF Anne Arundel

Before me, the undersigned authority, personally appeared the within named bargainor(s), Pat Toomey and Donna Toomey, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 15th day of August 2012.



Notary Public

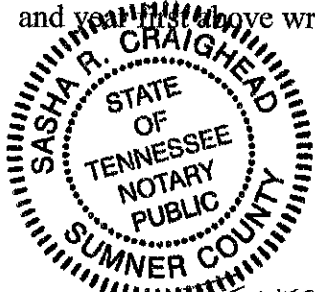
My Commission Expires: 06/01/2015

JOSEPH J. KELLY
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires August 1, 2016

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 69 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I ROD & LISA RUNYON (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



Rod Runyon
(ROD RUNYON)

Lisa S. Runyon
(LISA RUNYON)

STATE OF TENNESSEE
COUNTY OF SUMNER

Before me, the undersigned authority, personally appeared the within named bargainor(s), ROD RUNYON & LISA S RUNYON, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 31st day of August 2012.

Sasha R. Craighead
Notary Public

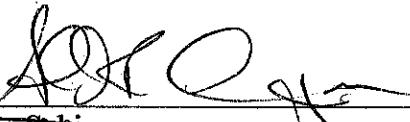
My Commission Expires: 4-23-14


CERTIFICATION AND VOTE OF HOMEOWNER

70th

I (we) the owner(s) of Lot ~~23~~ in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



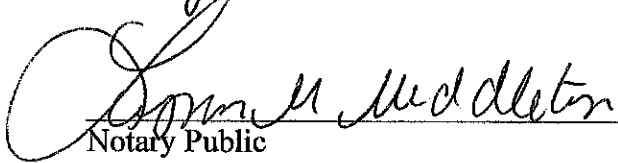
~~Eric Sabin~~


Cheryl Cooper

STATE OF Michigan
COUNTY OF Oakland

Before me, the undersigned authority, personally appeared the within named bargainor(s), Cheryl Cooper with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

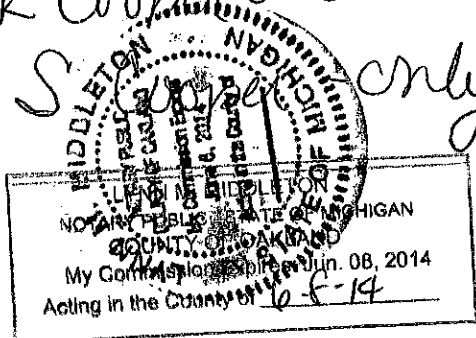
Witness my hand this 11th day of May 2012.



Notary Public

My Commission Expires: 6-8-14

Notarizing for Alden R Cooper and Cheryl S Cooper only



CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 71 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Bob Wike
(Homeowner)
[Signature]

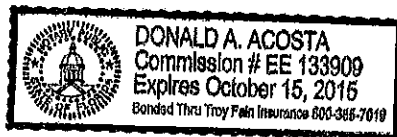
STATE OF Florida
COUNTY OF Leon

Before me, the undersigned authority, personally appeared the within named bargainor(s), Bob Wike, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 2nd day of August 2012.

[Signature]
Notary Public

My Commission Expires: _____



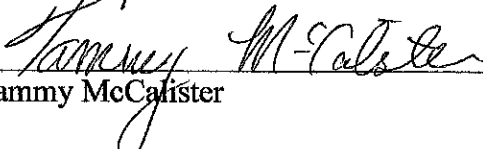
CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lot 72 in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.



Stanley McCalister




Tammy McCalister

STATE OF TENN
COUNTY OF Knox

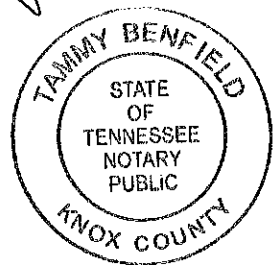
Before me, the undersigned authority, personally appeared the within named bargainor(s), Stanley McCalister / Tammy McCalister with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 17 day of August 2012.



Notary Public

My Commission Expires: 1.5.2016



My Commission Expires Jan. 5, 2016

CERTIFICATION AND VOTE OF HOMEOWNER

I (we) the owner(s) of Lots No. 73, 74 and 76R and the Lodge in the Brothers Cove Subdivision, all as more particularly described in the plats set forth on pages 2 and 4 of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision, do hereby vote for the passage of the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision and further agree to be bound by the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision. I (we) agree that the Amended and Restated Declarations of Covenants and Restrictions for Brother's Cove Subdivision shall run with the land and be binding upon my heirs, successors, transferees and assigns.

IN WITNESS WHEREOF, the undersigned has/have executed this instrument the day and year first above written.

Community & Southern Bank

By: 
Catherine S. Benitez, Vice President

**STATE OF GEORGIA
COUNTY OF GILMER**

Before me, the undersigned authority, personally appeared the within named bargainor(s), Catherine S. Benitez, Vice President of Community & Southern Bank, with whom I am personally acquainted and who acknowledged that he/she/they executed the forgoing instrument for the purposes therein contained.

Witness my hand this 21st day of June, 2012.


Notary Public

My Commission Expires: Nov 6, 2015



Lot 75

STATE OF TENNESSEE
COUNTY OF ~~SEVIER~~

Knox PO

Before me, a notary public, in and for said state and county aforesaid, duly commissioned and qualified, personally appeared Jeff Preston, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself to the Secretary of Brother's Cove Owners Association, Inc., the within named bargainer, a Tennessee corporation, and that he as such Secretary, being duly authorized to do so, executed the forgoing instrument for the purposes therein contained by signing the name of the corporation, by himself as such Secretary of the corporation.

Witness my hand this the 12 of Sept. 2012.

Rachel Coffman
Notary Public

My Commission Expires: 11/01/2014

Jeff Preston

