

PROPOSAL 1
Change to “Declaration of Restrictive Covenants”
Motion to Add Wording To Allow Portable Basketball Hoops in Driveway
75% of all owners must vote FOR (76 out of 101 votes to carry)
Revised 6/1/2005

Issue: Current document doesn't allow any basketball hoops in the driveway. They must be located in the back yard. This will allow portable basketball hoops to be placed next to the driveway perpendicular to the house, and be closer to the house than the sidewalk.

Old Wording: 3.17 Recreational Equipment. All playground and recreational equipment must be used, erected, placed or maintained to the rear of a Lots.

New Wording: 3.17 Recreational Equipment. All playground and recreational equipment (such as swing sets and basketball hoops), and toys (skate board ramps/rails, batting cages, etc) must be used, erected, placed or maintained to the rear of a Lot. Permanently installed basketball standards are allowed only to the rear of a lot and not in the front yard or front area of any property. Permanently installed backboards attached to the front or side of the house, or the garage, are also not allowed. Only portable basketball standards are allowed in the front area of any property. When portable basketball standards are in use, they must be placed next to the driveway so that the backboard is perpendicular to the front of the house and no farther from the house than one-half the distance between the front of the house and the house-side of the sidewalk. Architectural Control Committee approval is required prior to any installation or placement of basketball standards.

PROPOSAL 2
Change to “Declaration of Restrictive Covenants”
Motion to Add Wording Dealing with Nuisance Animals
75% of all owners must vote FOR (76 out of 101 votes to carry)

Revised 10/14/2005

Issue: Even though the City of Franklin, has an “animals” nuisance ordinance, they are very unwilling to enforce it. If it is part of Cheswicke Farm East HOA governing documents, we can take more direct and immediate action on uncontrolled animals.

Old Wording: 3.22 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets such as small dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose.

Appended Wording: Append the following content to section 3.22:

All dogs must be kept on a leash and under the care and control of a responsible adult when in the common areas.

Owners of animals which create a habitual nuisance which unreasonably affects the quality of life, quiet enjoyment, or safety of other residents or which damage the property of another resident or the common areas shall be subject to the penalties enumerated below. For the purposes of these rules, “nuisance” shall be defined to include:

- a) menacing, aggressive or violent behavior towards any person or other animal, including the killing or pursuit of wild animals on the common areas;
- b) documented habitual barking, howling or other persistent and excessive noises, whether originating from outside the resident’s home or in the common areas;
- c) the damage or destruction of the property of another resident or of the common areas, including lawns, trees, and shrubs located thereon;

Disputes among residents as to the keeping of animals or any alleged violation of these rules should be settled to the greatest extent possible directly between the parties. A resident who has an unresolved complaint concerning the conduct of another resident’s animal(s) should set out the nature of the complaint in writing, addressed to the Board of Directors of Cheswicke Farm East HOA. Following a review of the complaint and the reply of the resident who is the subject of the complaint, the Board may take any or all of the following actions, in any sequence it deems appropriate:

- a) a written notice addressed to the offending resident, advising of the nature of the complaint and setting out the penalties for further infractions;
- b) a fine levied against the offending resident, not to exceed Fifty Dollars (\$50.00) for a first offense, or One Hundred Dollars (\$100.00) for a second or subsequent offense. Pursuant to the Declaration of Covenants, Conditions, Easements and Restrictions, any fine so levied shall constitute a lien against the property of the owner receiving the fine;
- c) an order that the animal or animals which are the subject of the complaint be confined, restrained or otherwise prevented from creating a nuisance;

d) an order that the animal or animals which are the subject of the complaint be permanently removed from the resident's home or from the common areas, or both, and setting out the time permitted for compliance;

e) any other order, including the levying of fines for non-compliance with any order of the Board, which the Board in its discretion deems appropriate under the circumstances.

The Board reserves the right to amend these Rules from time to time.

FOR YOUR REFERENCE

City of Franklin Animal Nuisance Ordinance: 10-211. Nuisance prohibited. It shall be unlawful for an owner to keep, harbor, or permit to remain on or about the premises of such owner any dog that by frequent barking, howling, or whining disturbs the peace of the immediate neighborhood. It shall further be unlawful for an owner to permit his premises to become a threat to public health by reason of such owner's keeping or harboring of any dogs or cats. For the purpose of this section, a premise shall be deemed a threat to public health when the owner shall fail to remove the remains of dead dogs or cats or shall fail to remove fecal material of dogs or cats resulting in the creation of a harborage for rats or other rodent carriers of contagious diseases. (1976 Code, § 3-211)

PROPOSAL 3
Change to the “Bylaws of Cheswicke Farm”
Motion to Change Replacement of Mid-Term Vacancy of Board Members
50% of all owners must vote FOR (51 out of 101 votes to carry)

Revised 10/14/2005

Issue: Currently, if a board member moves out of the subdivision, the board will find a member to fill the vacancy until the next HOA meeting. At that meeting, their choice will be ratified. What this does is allows the HOA to proactively select an alternate board member for any future vacancies.

Old Wording: 5.03. Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause, at any special meeting of the Members of the corporation by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, a successor or successors may be filled by appointment by the Board of Directors until the next Annual Meeting. Such vacancy subsequently will be filled by the regular nomination and election procedures for the unexpired term of the predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

New Wording (underlined sections are replaced): "... If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, a successor is immediately filled by the elected "alternate director". The "alternate director" is filled by the regular nomination and election procedures at the annual homeowners' association meeting. If more than one successor in one year is needed, the additional successors may be filled by appointment by the Board of Directors until the next Annual Meeting. Such vacancy subsequently will be filled by the regular nomination and election procedures for the unexpired term of the predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors ..."

PROPOSAL 4
Change to the “Bylaws of Cheswicke Farm”
Motion to Modify “Powers and Duties of Directors” Section
50% of all owners must vote FOR (51 out of 101 votes to carry)

6/1/2005

Issue: Currently, the Association has no method to enact new rules. According to our attorney, the association is missing some language that is commonly seen in other associations’ documents. The difference between a rule and a restrictive covenant is:

A *Rule* is communicated via letter or newsletter to each homeowner. If a rule is broken, the penalties are more forgiving on the first infraction because of the potential that the rule was “unknown”.

A *Restrictive Covenant* is bound to the title of the property and by signing a mortgage, the purchaser acknowledges at the time of signing the mortgage that they have read and agree to comply with all the Restrictive Covenants.

Old Wording:

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt, and amend from time to time, reasonable rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to prescribe reasonable penalties (to include monetary fines) for the infraction of the rules and regulations.

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and bearing, for a period not to exceed 60 days from infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) carry out the functions and services outlined in 5.04 - 5.07 of the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided elsewhere in this Declaration, to

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment every owner subject thereto at least thirty (30) in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid, or to bring an action at law against the owner personally obligated to pay the same, as provided herein.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment

(e) procure and maintain reasonable liability insurance and to obtain hazard insurance on property owned by the Association in an amount equal to one hundred percent (100%) insurable replacement value, provided, however, the Board may elect not to insure items of personal property having a value of less than \$500.00 each;

(f) cause all officers or employees having fiscal responsibilities to be bonded in an amount equal to three(3) months assessments plus reserves accumulated; and to obtain director's and officer's liability insurance as it may deem appropriate;

(g) cause the Common Areas to be maintained as required in the Declaration, including the maintenance, repair and reconstruction of any water impoundment areas and private streets situated on the common Area;

(h) pay all ad valorem taxes and public assessments relating to the Common Areas and storm water impoundment area;

(i) pay the premium for all hazard insurance procured pursuant to the requirements of the Declaration;

(j) upon written request from the holder, insurer or guarantor of any first mortgage or deed of trust on any lot(s). issue timely written notice of:

(1) any condemnation or casualty that either a material portion of the project or securing its mortgage or deed of trust,

(2) any 60-day delinquency in the payment assessments or charges owed by the owner of any which it holds the mortgage or deed of trust,

(3) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and

(4) any proposed action that requires the consent of a specified percentage of mortgage holders;

(l) operate an Architectural Review Board;

(m) hold Annual Meetings, Special Meetings, and Referendums as required. Hold elections for the Board of Directors as required, and give Members "proper notice" as required

(n) prepare Annual statements and Annual Budgets. and shall make the financial books of the Association available for inspection by Members at all reasonable times; and

(o) perform the duties as defined in the Charter."

New Wording (to be inserted between Section 1(a) and Section 1(b)):

(a) adopt, and amend from time to time, reasonable rules and regulations governing the use of the Properties, and to prescribe reasonable penalties (to include monetary fines) for the infraction of the rules and regulations. In order for these rules and regulations to continue in force beyond the next meeting of the Homeowners' Association members, these rules and regulations must be ratified by a Majority Vote at the next meeting of the Homeowners' Association members.

Approved Amendments to the Bylaws of Cheswicke Farm East – April, 2005

Approved Change #1: Change the way board members are selected if one leaves mid-term.

Issue: Approved, but still must pass legal review.

Old Wording: 5.03. Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause, at any special meeting of the Members of the corporation by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, a successor or successors may be chosen at a special meeting of Members called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

New Wording: "... If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, a successor or successors may be filled by appointment by the Board of Directors until the next Annual Meeting. Such vacancy subsequently will be filled by the regular nomination and election procedures for the unexpired term of the predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors ..."

Approved Change #2: Change the way board members are selected if one leaves mid-term.

Issue: Approved, but still must pass legal review.

Old Wording: None.

New Wording (among other customary language, use examples from Cottonwood Estates (Franklin, TN) at <http://cottonwoodtn.tripod.com/pages/bullet.html>, and Planters Walk, NC at <http://www.planterwalk.com/bylaws.htm>,) : “

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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(a) adopt, and amend from time to time, reasonable rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to prescribe reasonable penalties (to include monetary fines) for the infraction of the rules and regulations.

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days from infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) carry out the functions and services outlined in 5.04 - 5.07 of the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise all officers agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided elsewhere in this Declaration, to

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment every owner subject thereto at least thirty (30) in advance of each annual assessment period;

(3) foreclose the lien against any property for which assessments are not paid, or to bring an action at law against the owner personally obligated to pay the same, as provided herein.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment

(e) procure and maintain reasonable liability insurance and to obtain hazard insurance on property owned by the Association in an amount equal to one hundred percent (100%) insurable replacement value, provided, however, the Board may elect not to insure items of personal property having a value of less than \$500.00 each;

(f) cause all officers or employees having fiscal responsibilities to be bonded in an amount equal to three(3) months assessments plus reserves accumulated; and to obtain director's and officer's liability insurance as it may deem appropriate;

(g) cause the Common Areas to be maintained as required in the Declaration, including the maintenance, repair and reconstruction of any water impoundment areas and private streets situated on the common Area;

(h) pay all ad valorem taxes and public assessments relating to the Common Areas and storm water impoundment area;

(i) pay the premium for all hazard insurance procured pursuant to the requirements of the Declaration;

(j) upon written request from the holder, insurer or guarantor of any first mortgage or deed of trust on any lot(s). issue timely written notice of:

(1) any condemnation or casualty that either a material portion of the project or securing its mortgage or deed of trust,

(2) any 60-day delinquency in the payment assessments or charges owed by the owner of any which it holds the mortgage or deed of trust,

(3) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, and

(4) any proposed action that requires the consent of a specified percentage of mortgage holders;

(l) operate an Architectural Review Board;

(m) hold Annual Meetings, Special Meetings, and Referendums as required. Hold elections for the Board of Directors as required, and give Members "proper notice" as required

(n) prepare Annual statements and Annual Budgets. and shall make the financial books of the Association available for inspection by Members at all reasonable times; and

(o) perform the duties as defined in the Charter."