

Please place in your copy of the Covenants

The Cordova Club Owner's Association

General resolutions passed by the Board:

1.2 Title: Fines for infractions of the Covenants and Bylaws:

“Be it resolved that the Architectural Committee, by a majority vote of those members present or represented by proxy, hereby empowered to assess fines not to exceed \$500.00 **per fine, but with no restriction as to the total amount** of fine may be assessed, on any owner who fails to comply with the Covenants and By-laws of the Association after being given proper notice. Proper notice shall consist of at least two letters posted by regular mail to the lot owner at the last known address in the Association's records warning that appropriate action must be taken to correct the deficiencies within a specified period of time not to exceed 30 days. The final letter **must include language to the following effect:** if the deficiencies are not corrected **and/or** the outstanding balance paid by the (specified date) a fine of a (specified amount) will be assessed and the fine and outstanding balance, if applicable, is not paid within 30 days a lien **will be placed on the (lot in question)** for the **amount of the total amount of all fines and other amounts owing**, if applicable, plus **(a specified amount)** to cover the cost of filing the lien.

As amended October 18, 2005

2.0 Title: Garage sales

A garage sale may be held in any section of The Cordova Club with the exception of Mirror Lakes provided the sale conform to the following rules:

- 1) A sale must be approved at least three weeks in advance in writing by the Association office.
- 2) A sale must not extend for more than one day.
- 3) A sale must be held on the lot of the owner of the property.
- 4) Only one sale by one lot owner is allowed at a time.
- 5) No signs advertising the sale can be placed in the boundaries of The Cordova Club. Balloons 14” in diameter or less not exceeding three in number may be attached to the mailbox in the yard holding the sale.
- 6) The sale must be conducted between the hours of 7:30AM and 6:00PM.

As amended September 17, 2001

3.3 Title: Fines for late payment of dues

“**Be it resolved** that the annual dues are due and payable each year no later than April 15th or 30 days after the mailing of the statement, whichever date occurs last. If dues have not been paid by the 15th of April or 30 days after the statement mailed a late fee of \$25.00 will be assessed. If dues have not been paid by the 15th of May or 60 days after the statement mailed an additional late fee of \$50.00 will be assessed. **If dues have not been paid by the 15th of June or 90 days after statements are first mailed a \$500.00 fine will be assessed and a lien will be placed on the lot in question for the amount of the dues, late fees of \$75.00, \$ 500.00 fine and the cost of the lien. The account will be turned over to a Collection Agency for remediation.**

“All late fees must be paid unless waived by the board. The association will make every effort to assure that statements and dues are mailed to the owners in a timely manner, however, the association is not responsible for late or misdirected mail and also not responsible for incorrect addresses and/or owner's names. It is the responsibility of the owners to inform the treasurer of any corrections or changes in addresses or ownership.”

As amended September 6, 2007

4.1 Title: Right of Appeal

Be it resolved that any Owner notified of the assessment of a fine for the violation of the Covenants shall be entitled to appeal the assessment of the fine to the Board of Directors. The Owner shall be given notice of this right of appeal in the letter notifying the Owner of the assessment. The letter shall state that the Owner must pay the disputed fine and notify the President or Treasurer of the Association of the request to appeal within thirty (30) days of the date of the letter. Upon receipt of the notice of appeal, the Board shall then notify the Owner of the next scheduled meeting of the Board of Directors so that the Owner may attend and present the appeal. The Board of Directors shall take such action on the appeal as it deems proper and shall notify the Owner of its decision in writing no later than ten (10) days after the hearing on the appeal. All fines must be paid before the designated due date. Failure to pay the fine before the designated due date will preclude the right to appeal.

As amended August 24, 2004

5.0 Title: Authority to enter into litigation or foreclosure:

“WHEREAS, the Declaration of Covenants, Conditions & Restrictions of the Cordova Club as amended (the “Covenants”) provide in Section 9.6 for the enforcement of the Covenants by a proceeding at law or in equity and further provide in Article X for imposition of a lien against an Owner’s property for violation of the nonpayment of assessments and the enforcement of the lien by non-judicial foreclosure; and

WHEREAS, several Owners of lots within the Cordova Club have outstanding balances on their account and, in many instances, have liens filed against their property; and

WHEREAS, it is in the best interest of the Association to pursue legal action, whether by litigation or foreclosure to collect these outstanding balances.

NOW, THEREFORE, be it resolved that either the President or the Treasurer of the Association, individually, has the authority and power to hire an attorney to collect any outstanding balances on an Owner’s account either by litigation or foreclosure, at the discretion of such officer.”

Dated May 14, 2002

6.0 Title: Building Materials

“BE IT RESOLVED that vinyl, aluminum or other metal coverings shall not be used on the exterior of any building within the Cordova Club. This includes, but is not limited to siding, fascia or soffits, and windows. However, the use of replacement windows made with manufactured cladding is permitted upon the prior written approval of the Architectural Committee.”

This resolution clarifies but does not replace section 4.5 “Windows” of the Covenants and section 4.6 “Building Materials” as modified in amendment three of the Covenants.”

Dated August 5, 2002

7.0 Title: Portable Basketball Goals

“Be it resolved that effective July 1, 2003, the following rules will apply with regard to portable basketball goals on an Owner’s property. Portable basketball goals may be utilized on an Owner’s property provided that said utilization is not in conflict with the noise and nuisance provisions of the Covenants and By-laws of the Association nor may said use in any

encroach upon the streets and/or common property of the community. Furthermore, in no event should the goals be left night in any location that can be seen from a public street. Any Owner who violates this Resolution will be subject to fine as proscribed in Resolution 1.0.”

As amended August 26, 2003

8.0 Title: Renters Resolution

Whereas, the Declaration of Covenants, Conditions & Restrictions of the Cordova Club as amended (the “Covenants”), provide in Section 4.20 that an Owner may rent the Owner’s “Dwelling Unit”, subject to certain limitations and restrictions and

Whereas, Section 12.8 of the Covenants provides that the Board is empowered to enforce the Covenants by a proceeding in law or in equity and further provides that the Board is empowered to impose a reasonable fine or fines on any Owner for violation or act of noncompliance by any such Owner or tenant; and

Whereas, the Board desires to implement steps for the purpose of effectuating the limitations and restrictions set out in Section 4.20 of the Covenants,

Now, therefore, within fifteen (15) days of renting a Dwelling Unit in Cordova Club, the Owner of such Dwelling Unit must submit to the Board a copy of a written lease agreement between the Owner and the tenant that sets out the term of the rental period, which agreement shall not be for a period of less than ninety (90) days nor of such length that it exceeds the maximum rental of three (3) years permitted by Section 4.20 of the Covenants. The agreement shall state the name of the tenant primarily responsible for payment of the rent and shall declare that no more than one family unit shall reside in the designated Dwelling Unit. The agreement shall further provide that “reside” shall mean not only physical occupation of the Dwelling Unit, but it shall also include using the Dwelling Unit’s address for any purpose, including, but not limited to, registration with any local, state or federal government agency or office to establish residency for any purpose. When the Owner sends a copy of the agreement to the Board, the Owner shall also provide to the Board a written confirmation signed by both the Owner and the tenant wherein the Owner states that he has provided, and the tenant confirms that he has received a complete copy of the Covenants, with all current amendments and resolutions attached hereto. Be it further resolved that the Owner who rents a Dwelling Unit shall, when he provides the documents set out herein above, shall also provide to the Association the Owner’s current address and telephone number and shall be required to update his address and telephone information as these change. An Owner that violates the Covenants, by violating the documentation and contact information provisions of this Resolution shall be subject to fines and placements of liens on his property in keeping with fines and liens used to enforce other provisions of the Covenants. An Owner who rents his Dwelling Unit for a period of time exceeding a total rental time of three (3) years (regardless of the length of time of any particular lease) as permitted by the Covenants shall be subject to a fine of ten dollars (\$10) per day for every day of such rental that exceeds the three (3) year maximum.

Dated: As amended May 21, 2009

9.0 Title: Lawn Ornaments

"WHEREAS, the Declaration of Covenants, Conditions & Restrictions of the Cordova Club as amended (the "Covenants") provide in Section 4.35 that no lawn ornaments of

any kind will be permitted in yards facing public or private streets, Common Areas or the Golf Course without the written consent of the Architectural Committee; and

WHEREAS the Board desires to assist the Architectural Committee in discharging its duties under Section 4.35 by providing the Committee with guidelines by which to judge the suitability and acceptability of lawn ornaments,

NOW, THEREFORE, be it resolved that as used in Section 4.35 of the Covenants, the term “lawn ornament” shall mean any object, other than plantings, placed on the property for purposes of individualizing and enhancing the appearance of the property, such as statues, planters, etc., or providing a functional use such as bench, planter, etc. and that the term “yard” shall mean any lawn or landscaped areas, including, but not limited to flower beds. Be it further resolved that lawn ornaments located in yards so

that such ornaments are visible from the public and private streets, the Golf Course or Common Areas, including lakes, s

restricted as follows:

Location – Lawn ornaments shall not be placed directly on the lawn, but rather shall be located in landscape adjacent to the house. Ornaments may also be located adjacent to driveway or portico. Location of the ornaments shall be such that they complement rather than dominate the view of the house.

Size - Lawn ornaments shall be limited in size so as to avoid dominating the view of the house. Placement of statues and pedestals shall be limited so that the combined size of the statue and pedestal does not dominate the view of the house.

Color – Natural or neutral colors are preferred for statues and planters. Colors that compliment the house are acceptable. Animal figures shall not be painted to appear lifelike. Plastics and reflective paint shall not be permitted.

Quantity –Ornaments should be limited in quantity so as to avoid dominating the view of the house and to avoid a cluttered look.

Be it further resolved that, pursuant to Section 4.35 of the Covenants, the final determination as to the suitability of any ornament will be at the sole discretion of the Architectural Committee, which committee shall be guided by the architectural styles and designs existing in Cordova Club as of the date this resolution is adopted.

Dated August 24, 2004

10.0 Officer Compensation

Whereas, the Cordova Club Owners Association is a “not for profit” organization and,

Whereas, neither the Covenants nor the By-laws make any provision for Officer compensation,

Therefore, it is agreed that the Cordova Club Owners Association Officers, as defined in the By-laws, will serve without compensation as Officers,

And, it is further agreed that the Cordova Club Owners Association Officers cannot hold any compensated position. Not herein contained, however, shall prohibit the Association, in the discretion of the Board of Directors, from reimbursing an Officer for money advanced on behalf of or for the benefit of the Association.

Dated November 16, 2004

11.0 Title: Registration of Vehicles

“Whereas, Section 4.27 of the Declaration of Covenants, Conditions and Restrictions of the Cordova Club as amended (“Covenants”) provides in part as follows:

- (a) No motorized or non-motorized vehicle of any kind may be parked, stored or kept upon any Lot except within an enclosed garage; provided that the following exceptions shall apply:
 - (1) A third (in the case of two car garages), or fourth (in the case of three car garages) or fifth (in the case of four car garages) personal sedan or coupe automobile which is owned and/or used by a Lot owner or member of that person’s immediate family residing in the Dwelling Structure on such Lot, shall be permitted to be parked wholly within a paved parking space, on the Lot, which is suitable for such parking; and
 - (2) Motor vehicles of social guests of a Lot Owner may be temporarily parked upon a paved portion of that Owner’s Lot or in a legal manner upon the streets of the Project.

And

WHEREAS, the Board desires to implement steps for the purpose of effectuating the limitations and restrictions set out in Section 4.27 of the Covenants, and

WHEREAS Section 12.8 of the Covenants provides that the Board is empowered to enforce the Covenants by a proceeding in law or in equity and further provides that the Board is empowered to impose a reasonable fine or fines on any Owner for violation or act of noncompliance by and such Owner or tenant; and

NOW, THEREFORE, be it resolved that each Owner is required to provide to the Compliance Committee of the Cordova Owners' Association the following information for each vehicle that is to be parked on the Owner's property at Cordova including, if the property is leased or rented, each vehicle parked on the Owner's property by a tenant; the vehicle's make, model, color and license number (e.g. Blue, 2002 Toyota Corolla, TN 123 ABC). This information shall be provided to the Compliance Committee no later than 30 days from the effective date of this Resolution. If an Owner buys or sells a vehicle previously registered with the Compliance Committee, the Owner must provide updated information regarding the vehicle to be parked on the Owner's property within 10 days of such change."

Dated October 18, 2005

12.0 Title: Mailbox Construction

"**Be it resolved** that effective February 1, 2008, the following specifications will apply with regard to all mailboxes located on an Owner's property:

Mailboxes may be constructed of a brick shell surrounding a standard US Postal Service Mailbox or a Pickle Iron Ornamental antique pedestal supporting a standard US Postal Services Mailbox. If the brick shell design is selected, the bricks used shall match or come as close as possible to matching the existing brick on the home's facade, will be of an overlapping stack design with a rounded top or flat top (in keeping with the existing designs in the neighborhood) and shall not be at the highest point greater than fifty (50) inches and with a base that is not greater than twenty (20) inches. If an Ornamental Iron antique mailbox is selected it shall be from Pickle Ornamental Iron and shall be one of the following designs: "Halle Flute" or "Birnam Woods". The homeowner shall choose the size of the mailbox from a #1 or # 1 ½. The mailbox will be located street side on an Owner's property and be not more than eighteen (18) inches from the side of the driveway in the area wherein the builder placed the original mailbox that served the Owner's property.

Any Owner who violates this Resolution will be subject to fines as proscribed in Resolution 1.2 Fines for Infractions of the Covenants and Bylaws.

Dated January 10, 2008