

**Disclaimer: The Covenants and Restrictions (C&Rs) provided here are for reference purposes only and may not reflect the most current or accurate information. We strongly recommend contacting your Homeowners Association (HOA) for the latest updates and clarifications. Wright Realty assumes no liability for errors, omissions, or discrepancies in the C&Rs. It is the responsibility of the buyer to verify all details with the HOA.**

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BY-LAWS  
OF  
PELICAN POINTE OWNERS ASSOCIATION

ARTICLE I.

PURPOSES AND OBJECTS

The name of this Association shall be Pelican Pointe Owners' Association, which shall be a non-profit organization or association, wholly existing for the purpose of maintaining the grounds surrounding Pelican Pointe, including but not limited to the following appurtenances: Boat slips, boardwalks, boatramp, maintaining the sewage system, and all of the appurtenances thereto, including any and all utilities systems serving the owners of homes located in Pelican Pointe. Said association shall further protect the architectural integrity of the various structures built in Pelican Pointe, and promote the peaceful enjoyment by the owners of the various structures presently built and to be built in Pelican Pointe.

Phase 1 of the project is located in an area shown on Map No. 137K Group D parcel No. 35, 36 and 37 on the Hardin County Assessors of Property Maps. Said property further being located in the Northshore Subdivision and all of the property being subject to all building and use restrictions for the Northshore Subdivision as the same appear in Deed Book 180, page 549 in the Hardin County Register's Office and said restrictions are incorporated herein by this reference thereto as fully and to the same extent as if copied herein verbatim. The Cordova Group, L.L.C. shall have the expressed right to add additional areas to be included in the Pelican Pointe Owner's Association without any consent, permission, or vote by the Pelican Pointe Owner's Association.

ARTICLES II.

MEMBERS

Members shall consist of those individuals acquiring title through Warranty Deed of any of the family units, or homes in the subdivision and the mere act of title, possession or occupancy of any of the units, or homes, will signify that these By-Laws and the provisions of the same are hereby accepted, ratified and will be complied therewith, at all times. All present or future owners, tenants, future tenants, or lease holders, or any other person that might use the facilities of any of the units in the subdivision in any manner, shall be subject to these By-Laws, all applicable Tennessee Statutes, and any Amendments to these By-Laws that may be deemed advisable and passed by the governing authorities of the Pelican Pointe Owner's Association.

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Jacqui Dickerson REGISTER  
Deputy

annual budget, and establishing and collecting any monthly assessments, and arranging for the management of the association pursuant to any agreement containing provisions relating to the duties, obligations, removal, and compensation of any managing agent, if any. Except as otherwise provided, decisions and resolutions of the association shall require approval by a majority of the owners.

## **SECTION II.**

The principal office of the association shall be at the business or residence of the President of the association during his or her term of office. However, the association shall, if it is deemed necessary, specify any place within the State of Tennessee as the principal office of the association from time to time.

## **ARTICLE V.**

### **MEMBERSHIP MEETINGS**

#### **SECTION I.**

Membership meetings of the association shall be held at the principal office of the association or at such other suitable place convenient to the owners as may be designated by the Board of Directors from time to time.

#### **SECTION II.**

The first annual meeting of the association shall be held in the calendar year of 1998. Thereafter, the annual meeting shall be held in the calendar year at a time to be selected by the Board of Directors. There shall be elected by secret ballot a Board of Directors at such annual meeting in accordance with the requirements of Article VI, of these By-Laws. The membership may also transact any and all other business of the association as may properly come before the association.

#### **SECTION III.**

Special meetings shall be called by the President, by resolution of a majority of the Board of Directors, or by a Petition signed by a majority of the Homeowners, or unit owners, at any time for any purpose. No business shall be transacted at any special meeting except such as is stated in the notice given to each member, unless by consent of two-thirds (2/3) of the owners present, either in person or by proxy.

direct conflict with the owners of the homes, or units.

## **SECTION II.**

In addition to any duties imposed by statutes or by these By-Laws or by resolution of the association, the Board of Directors shall be responsible for the following:

(A) The care, upkeep, and surveillance of the subdivision and homes, or units, and common areas and facilities and the restricted common areas and facilities.

(B) The collection of any and all assessments from the owners to the association.

(C) The employment and/or dismissal of any and all personnel necessary for the maintenance and operation of the subdivision, common areas and facilities and the restricted common areas and facilities.

## **SECTION III.**

The term of office of each of the directors shall be for a term of one (1) year. At the expiration of the initial term of office of each director, his successor shall be elected to serve a term of one year. The directors shall hold office until their successors have been elected and hold their first meeting. The initial Board of Directors shall be elected at the first annual meeting of the association, and shall serve for the period of one year.

## **SECTION IV.**

Any vacancy occurring in the Board of Directors caused by any reason other than the removal of a director by the vote of the association shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each director elected in such manner shall be elected to fill a vacancy for the unexpired term of his predecessor in office.

## **SECTION V.**

At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at said meeting.

members. The Directors may appoint such other officers as in their judgment may be necessary to carry out the business of the association. The Board of Directors shall further have the authority to appoint such committees as they may deem advisable and necessary to carry out the business of the association.

## **SECTION II.**

All officers of the association shall be elected annually by the Board of Directors or the members at the annual meeting and shall hold office for the term of one (1) year, or until their successors have been elected and hold their first meeting.

## **SECTION III.**

On an affirmative vote of a majority of the members of the Board of Directors or of the members of the association, any officer may be removed, either with or without cause, and his successor shall be elected at any regular meeting of the Board of Directors or members of the association, or at any special meeting of the Board of Directors or members of the association called for such a purpose.

## **SECTION IV.**

The president shall be the chief executive officer of the association. He or she shall preside at all meetings of the association and of the Board of Directors. He or she shall have all of the general powers and duties that are usually vested in the office of the president of an association, including but not limited to, the power to appoint committees from among the owner from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the association's affairs.

## **SECTION V.**

The vice-president shall take the place of the president and perform his or her duties whenever the president shall be absent or unable to act. If neither the president nor the vice-president is able to act, the Board of Directors shall appoint some other person from the Board to do so on an interim basis. The vice-president shall also perform such other duties as shall from time to time be imposed upon him or her or shall be delegated to him or her by the Board of Directors.

## **SECTION VI.**

The Secretary/Treasurer shall keep all the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, shall have charge of such books and papers as the Board of Directors may direct, shall have the responsibility for association funds

assessments or dues, after fifteen (15) days written notice of such delinquency given to that member by the association, shall have the amount of the delinquency placed as a lien upon such members unit, or home, in the subdivision in favor of the association, and the association shall have the right to record a notice of such lien in the office of the Register of Hardin County, Tennessee, and proceed thereon in accordance with all applicable statutes of the State of Tennessee for the foreclosure and enforcement of said lien. Additionally, the association shall have the option of proceeding with an action for the collection of such lien against such member in any court of competent jurisdiction in the State of Tennessee.

#### **SECTION V.**

Any member who shall terminate his or her membership by sale of his lot or unit, or home, shall be entitled to assign to the buyer of such lot, unit, or home, the benefit of the paid-up dues for the remainder of said year. Any such purchaser of a lot, unit, or home, shall receive credit for the amount of paid-up dues made by his predecessor for the remainder of the fiscal year. In no event shall any member be refunded any paid-up dues or assessments upon termination of his membership by sale of his lot, unit, or home.

#### **ARTICLE IX.**

#### **ARCHITECTURAL CONTROL**

##### **SECTION I.**

No member, owner, or any other individual person or entity may alter or change in any manner the exterior of any unit, home, and lot without the prior written approval of the Board of Directors of the association. Any approval by the Board of Directors of the association may be reversed and overturned by a called special meeting of the members of the association and a majority vote of all members of the association against the prior action of the Board of Directors. Any and all requests for changes or alterations of an exterior of a unit or a home shall be made to the Board of Directors and shall not be considered by the Board of Directors unless, in their opinion, it would be a change which would harmonize with the overall structure and landscape of all units, lots or homes in the subdivision.

##### **SECTION II.**

Each and every owner shall promptly perform any and all maintenance and repair work within or without his own unit which, if omitted, would affect the entire association or any part of a building, unit, or home, belonging to any other member. Any repairs to the internal installations of a unit, or home, such as water, lights, gas, power, sewage, telephones, air conditioners, sanitary installation, doors, windows, and any and all other accessories belonging to the unit area shall be at the owner's or member's expense. Any owner shall reimburse the association for any expenditures incurred in repairing or replacing any common area and facility

## ARTICLE XI.

### INSURANCE

Each owner or member of the association shall certify annually to the association that he has adequate fire insurance and liability insurance on his unit, or home. Such certification shall be made within thirty (30) days after the beginning of a new fiscal year and shall be made to the president of the association by a copy of the insurance policy of each respective member. If the insurance policy of the member shall be for a period longer than one (1) year, it shall be sufficient for said member to provide the association's president with a copy of the insurance policy at the beginning of the term of the said policy and to certify by letter at the beginning of each fiscal year that said policy is still in effect. Thereafter, it shall be sufficient for said member to certify to the president a copy of the new insurance policy when the former insurance policy expires.

## ARTICLE XII.

### AMENDMENTS

Any proposed amendments to these By-Laws may be submitted in writing at any meeting of the members of the association. Such proposed amendments shall be discussed at the meeting of the members following the meeting at which the proposed amendments were submitted, and shall be voted upon by the members of the association at a date that shall not be earlier than the second meeting following the initial introduction of the proposed amendments. Such proposed amendments must be signed by a majority of the members of the association, shall be read to the meeting by the secretary, and shall be printed upon ballots distributed to all members either by mail, or in person. Additionally, any amendment shall be submitted to the members of the association by a majority vote of the Board of Directors and shall be voted upon in the aforesaid manner. Any proposed amendments shall become effective when approved by a majority of the members of the association. Any proposed amendments, when approved, shall go into effect immediately.

Adopted this the 13<sup>th</sup> day of April 1998.

NORTHSHORE BUILDERS, L.L.C.

BY: E. J. RINKS, III  
CHIEF MANAGER

STATE OF TENNESSEE

COUNTY OF Hardin

Personally appeared before me, the undersigned Notary Public in and for said State and County, E. J. RINKS, III, with whom I am personally acquainted, and who, upon oath acknowledged himself to be Chief Manager of the NORTHSHORE BUILDERS, L.L.C., the