



## **LEGACY BAY HOMEOWNER'S ASSOCIATION GUIDING DOCUMENTS**

- **BYLAWS**
- **COVENANTS, CONDITIONS, AND RESTRICTIONS**
- **RULES, POLICIES, AND PROCEDURES**

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## Version Control

Version	Date	Description of Changes	Initials	Approve Date	Approve Initials
V1.0	5/8/25	Combined revision, updating and bringing together all LBHOA Guiding Documents into a single source document.	BOD	7/28/2025	

# **BY-LAWS**

## **ARTICLE I**

### **GENERAL PROVISIONS**

Section 1. Applicability. These By-laws are established pursuant to the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated Section 48-51-101, et seq. (the “Act”) and are applicable to the Legacy Bay Homeowners Association (“Association”); and are binding on all present and future owners, and occupants of any lot in Legacy Bay Subdivision (“Legacy Bay”).

## **ARTICLE II**

### **MEMBERSHIP AND MEETINGS**

Section 1. Members. All owners of lots in Legacy Bay shall constitute the members of the Association. The owner of any lot, upon acquiring title thereto, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such lot ceases for any reason, at which time his membership in the Association shall automatically cease.

Section 2. Place of Meetings. Meetings of the Association members shall be held at the principal office of the Association, or at such other suitable place convenient to the members as may be designated by the Board of Directors of the Association.

Section 3. Annual Meetings. The Annual Meeting of the Association shall be held on the first Saturday in August of each year. An Annual Meeting may be postponed or rescheduled by a majority vote of the Board of Directors for extenuating circumstances. A rescheduled meeting shall take place within 14 days of the originally scheduled meeting. Members will be given at least five days' notice of the rescheduled meeting via any one or more of the following means: the Association's website, electronic mail, or written mail. The President shall preside over all Annual Meetings of the Association.

Section 4. Special Meetings. It shall be the duty of the President to call a Special Meeting of the lot owners if so directed by a motion of the Board of Directors or upon a petition signed and presented to the Secretary by not less than 10%, in the aggregate, of voting members. The President shall preside at all Special Meetings of the Association. Special meetings shall have a published agenda with items specific to that meeting.

Section 5. Notice of Annual and Special Meetings. The Secretary or designee shall give written notice of Annual and Special Meetings to every member according to the Association's record of membership at least 10 days, but no more than 60 days before the date set for the meeting. Each notice shall state the time, date, place, and purpose of the meeting. Written notice may be served upon a member by delivering it to the member personally or by mailing it, first class postage prepaid, to the address as it appears on the Association's record of membership. Written notice is effective when received if personally delivered or when notice is mailed first class postage prepaid, 5 days after its deposit in the United States Mail. No business requiring a vote of the members shall be transacted at a Special Meeting except as stated in the notice. If the meeting notice contains any item(s) requiring a vote of the members, a proxy shall be mailed along with the meeting notice.

Section 6. Quorum: The presence in person or by proxy of members owning more than 30% of the lots shall constitute a quorum at Annual and Special Meetings for voting purposes unless otherwise stipulated in the Covenants, Conditions and Restrictions.

Section 7. Adjournment of Annual or Special Meetings. Any Annual or Special Meetings of the Association may be adjourned to such place and time as may be determined by a majority vote of all the members present, whether or not a quorum be present. A rescheduled meeting shall take place within 14 days of the originally scheduled meeting. Members will be given at least five days' notice of the rescheduled meeting via any one or more of the following means: the Association's website, electronic mail, or written mail.

Section 8. Voting. Voting shall be as provided in the Declaration of Covenants, Conditions and Restrictions for Legacy Bay Subdivision ("Restrictions"). Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the time of each meeting. A member may designate any person, who need not be a member, to act as a proxy. The designation of any such proxy shall be made in writing, signed by the member or provided via a secure electronic alternative when available, and unless limited by its own terms, shall be revocable by written notice to the Secretary. If more than one person or entity shall own a lot, and agree on their vote, then the majority of the owners of the lot shall be entitled to cast the vote, or, if no majority position can be arrived at, the President shall declare the vote a nullity.

Section 9. Suspension of Membership and Voting Rights. During any period in which an owner of any lot shall be in default of any payment of any assessment, annual, special, or otherwise, then the member shall not be entitled to vote or use the common areas or facilities until such time as the default is cured or the suspension has ended.

Section 10. Vote Required to Transact Business. Unless expressly provided otherwise by these Bylaws or the restrictions, a majority of the votes cast by the members, in person or by proxy, shall bind the Association and all members. A majority of the votes shall mean those members having more than 50% of the total authorized votes of all members present in person or by proxy at any meeting of the members.

Section 11. Procedure for Election of Directors. Any member may nominate any other member to serve on the Board of Directors of the Association according to timely notice in writing or by electronic conveyance to the President or Secretary of the Association. A member's notice of nomination must be received by the Association not fewer than 45 days, nor more than 60 days, prior to the scheduled date of an election meeting, regardless of any postponement, deferral, or adjournment of that meeting to a later date.

A member's notice shall set forth: as to each person whom the member proposes to nominate for election or reelection as a director:

(a) the name, residence address, Legacy Bay lot number, electronic address (if any) and telephone number of such person, and such person's written consent or electronic acknowledgement to being named as a nominee and to serving as a director if elected;

(b) Nominations from the floor may take place at all meetings of the members at which directors are to be elected. The nominee nominated from the floor must be present to consent to the nomination and to serve as a director if elected;

(c) and as to the member giving the notice, the name and address and Legacy Bay lot number of the member giving the notice.

(d) EXCEPTIONS PURSUANT TO CORPORATE LAW. This section shall not apply to the election of a director to a vacant directorship which may be filled by the Board of Directors under these Bylaws.

This information is Exclusive to the Legacy Bay Homeowners Association.

Section 12. Vote Required to Elect Directors. Election of directors at all meetings of the members at which directors are to be elected shall be by written secret ballot, and a plurality of the votes cast thereat shall elect directors. The Board of Directors shall establish a method of maintaining voter confidentiality to include, but not be limited to:

- (a) ensuring that proxies are received, recorded, and securely retained by the Secretary
- (b) designating a minimum of 3 members to count ballots. None of these members may be nominees and each shall be bound by confidentiality.

Section 13. Order of Business. The order of business at all Annual Meetings of the members shall, to the extent required, be as listed below. Items requiring a vote of the members shall be listed separately under new business and include a concise explanation of the issue.

- (a) Roll call and verification of all members present
- (b) Verification of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading of minutes of preceding meeting
- (e) Reports of officers
- (f) Reports of the Board of Directors
- (g) Reports of committees
- (h) Unfinished business.
- (i) Election of Board of Directors.
- (j) Installation of new Board Members
- (k) New business to be conducted by the new Board of Directors
- (l) Adjournment

## **ARTICLE III**

### **BOARD OF DIRECTORS**

Section 1. Number and Term. The affairs of the Association shall be governed by the Board of Directors. The members of the Association shall elect 5 directors to the Board of Directors. The terms of the Board shall be staggered. All terms will be for three years. All persons elected to the Board of Directors shall be members of the Association.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and shall do all such acts and things except by law, or by these Bylaws or the Restrictions may not be delegated to the Board of Directors. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (a) Operation, care, surveillance, upkeep, and maintenance of the Common Area.
- (b) Determination of the common expenses required for the affairs of Legacy Bay.
- (c) Collection of the annual assessments and special assessments from the members.
- (d) Employment and dismissal of the personnel necessary for the maintenance, operation,
- (e) repair, and replacement of the Common Area and facilities.

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(f) Adoption and amendment of Administrative Rules and Regulations covering the details of the operation and use of Legacy Bay, except those established in the Restrictions.

(g) Opening and maintaining of bank accounts on behalf of the Association and designating the signatories required therefor.

(h) Obtaining and reviewing the insurance for the Common Area under the provisions of Article VIII.

(i) Levying special assessments, as determined by the Board of Directors, against the members for violations of the Rules and Regulations established by the Board of Directors.

(j) Adjusting and settling claims under insurance policies obtained pursuant to Articles VII and VIII and executing and delivering releases or settlement of such claims in behalf of all the members, all holders of deeds of trust, mortgages, or other liens on the Common Area and all owners of the other interest in the property.

Section 3. Managing Agent. The Board of Directors may employ a managing agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent any of its power granted in these Bylaws as it deems necessary except for those powers set forth in subdivisions (b), (e), (f), (g) and (i) of Section 2 of this Article.

Section 4. Removal of Directors. At a Special Meeting of the members called for the purpose of removing a director or directors, those members of the Board of Directors may be removed from office with or without cause by a 2/3rds majority vote of the members present and by proxy. Any director whose removal has been proposed by a member shall be given an opportunity to be heard at the meeting. If a director or directors are removed, successors shall be elected pursuant to Article II, section 11 of these Bylaws, and such successors shall fill the remaining term of the vacancies thus created.

Section 5. Removal of Directors for Default on Assessment(s). Any director who is a member of the Association and who is delinquent in any assessment owed to the Association and fails to cure the default owed to the Association within 30 days shall automatically be removed from office. Any director who has had his membership rights terminated (as by sale of his lot) shall automatically be removed from office. Any vacancy in the Board of Directors caused by automatic removal shall be filled in accordance with the procedure provided in Article III, Section 7.

Section 6. Convictions. Any director who has been found to have been convicted of a crime deemed by a majority vote of the Board to be undesirable to the well-being of the community shall be immediately removed from office and replaced according to section 7 of this Article.

Section 7. Vacancies. All vacancies in the Board of Directors caused by any reason other than removal of a director by a vote of the members shall be filled by a vote of a majority of the remaining directors at a meeting of the Board of Directors held for that purpose within 60 days after the occurrence of any such vacancy, even though the members of the Board of Directors present at such meeting may constitute less than a quorum. Each person so elected to the Board of Directors shall remain a director for the remainder of the term of the director being replaced.

Section 8. Board of Directors Meetings. (a) Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the majority of the members of the Board of Directors,

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provided that at least three Formal Meetings are held during the fiscal year. (b) Work Sessions of the Board of Directors may be called by the President at any time or upon the written request of two or more directors for a work session. The President or the Board of Directors may invite selected members or non-members to attend any meeting of the Board of Directors to provide input on matters under discussion. The Board of Directors may determine at its sole discretion to convene in closed session to discuss matters of a confidential nature.

Section 9. Notice of Meetings of Board of Directors. The Secretary or designee approved by the Board shall give notice of each Formal Meeting or Work Session of the Board of Directors to every director at least 2 days before the date set for the meeting. Notice may be served upon a member of the Board of Directors by (a) delivering it to him personally or (b) electronic mailing of such notice or (c) by direct personal telephone contact.

Section 10. Quorum and the Majority of the Board of Directors. A majority of the members of the Board of Directors shall constitute a quorum. At any meeting of the Board of Directors, a quorum of the Directors must be present to transact the business properly before the Board of Directors. A majority of directors means more than 50% of the directors present at a meeting. Any meeting at which less than a quorum is present or at which a quorum is no longer present shall be adjourned to such time and place as the majority of directors present at the meeting so decide without further notice.

Section 11. Compensation. No director shall receive any compensation from the Association for acting as such. However, a director shall be reimbursed for any reasonable and necessary expenses incurred on behalf of the Association.

Section 12. Liability of the Board of Directors. The members of the Board of Directors shall not be personally liable to the members of the Association for any mistakes of judgment, negligence, breach of fiduciary duty or otherwise, except for any breach of the Director's duty of loyalty to the Association or its members, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or for unlawful distributions.

Section 13. Fidelity Bonds. The Board of Directors shall obtain adequate fidelity bonds for all officers, agents, and employees of the Association handling or responsible for Association funds. The premium on such bonds shall be deemed a common expense. The members of the Association may waive this requirement upon unanimous vote.

## **ARTICLE IV**

### **OFFICERS**

Section 1. Designation of Officers. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer. The President and Vice President shall be elected from the Board of Directors. The Secretary and the Treasurer shall be elected either from the Board of Directors or from the membership. All officers shall be members of the Association. No person may hold more than one office.

Section 2. Election and Term. The officers of the Association shall be elected annually by the Board of Directors no later than 14 days after the Annual Meeting. All officers shall serve a one-year term and shall hold office at the pleasure of the Board of Directors. The Board of Directors shall act within 14 days to fill any vacant officer position.

Section 3. Removal of Officers. Any officer may be removed either with or without cause by majority vote of the Board of Directors or at any special meeting called for such purpose.

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Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and all meetings and Work Sessions of the Board of Directors. Subject to the control of the Board of Directors, the President shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association, with all the general powers and duties which are incident to the office of President of a corporation. The President shall also have such duties and powers as may be imposed by the Board of Directors.

Section 5. Vice President. The Vice President shall assume and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also have such duties and powers as may be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall have the responsibility to ensure that minutes are kept of all meetings of the members and the Board of Directors. The Secretary shall arrange to provide for all notices as required by these Bylaws, maintain and keep a continuous record of ownership of all lots, have charge of such books, documents, and records of the Association as the Board of Directors may direct. The Secretary shall also have such duties and powers as may be imposed by the Board of Directors or by the President.

Section 7. Treasurer. The Treasurer shall be responsible for accurately maintaining and keeping the financial records and books of account showing all receipts and disbursements of the Association, and prepare regular reports thereof in a manner approved by the Board. The Treasurer shall be responsible for the proper deposit and custody in the name of the Association of all the Association's funds and securities. The Treasurer shall also have such duties and powers as may be imposed by the Board of Directors or by the President.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting as such. However, an officer shall be reimbursed for any reasonable and necessary expenses incurred on behalf of the Association.

## **ARTICLE V**

### **INDEMNIFICATION**

Section 1. Circumstances for Claim of Indemnification. Subject to Section 4 of this Article, any person who was or is a party to, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association, shall be indemnified by the Association against all expenses (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not meet the standard of conduct set forth in this section.

Section 2. Determination of Right to Indemnification. Subject to Section 4 of this Article, determination of the right to indemnification and the amount thereof may be made, at the option from time to time in these Bylaws or by any of the following procedures: (i) Order of the court, administrative body or agency having jurisdiction of the action, suit or proceeding; (ii) Resolution adopted by the majority of a quorum of the Board of Directors of the Association without counting in such majority or quorum any directors who have incurred expenses in connection with such action, suit or proceeding; (iii) Resolution adopted by a majority of the quorum of the members entitled to vote at

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a meeting without counting members who are directors who have incurred expenses in connection with such action, suit or proceeding; or (iv) Order of any court having jurisdiction over the Association. Any such determination that a payment by way of indemnity should be made shall not be exclusive of any other right which such directors, officers, employees and agents of the Association may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to the directors, or agreement, their rights under this Article being cumulative. The provisions of this Article shall apply to any member of any committee appointed by the Board of Directors. In reference to (ii) and (iii) of this section, a majority vote of the members shall take precedence over the majority vote of the Board.

Section 3. Payment During Pendency of Action. A disinterested majority of the Board of Directors of the Association or a majority of a quorum of the members entitled to vote at a meeting shall be authorized to pay to any person entitled to indemnification under this Article all actual expenses incurred in connection with such action, suit, or proceeding during the pendency thereof.

Section 4. Intent. It is the intention of the Association that this Article and the indemnification possible under the laws of the State of Tennessee, and if one or more provisions of this Article should be held unenforceable for any reason, all of the remaining portions of this Article shall remain in full force and effect.

## **ARTICLE VI**

### **COMMON EXPENSES AND ASSESSMENTS**

Section 1. Common Area Expenses. The Common Expenses shall include, among other things, (a) the costs of repair and maintenance of the common areas and facilities (b) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors, (c) such amounts as the Board of Directors may deem proper for the operation and maintenance of the property, (d) reserve funds required to be established under Section 2 of this Article, (e) any amount necessary to indemnify a director, officer, employee or agent of the Association under Article V, and (f) any other expense deemed a common expense under the Restrictions or these Bylaws and (g) as defined in the Restrictions.

Section 2. Funds. The Board of Directors shall establish a general fund and reserve funds to be funded as a Common Expense. The funds shall be kept in interest-bearing accounts or securities, with the exception of those funds necessary to cover ongoing expenses. Funds to cover ongoing expenses may be maintained in a checking account, interest-bearing if possible. All disbursements by check must be made by the signature of the Treasurer and the President. The Vice President may sign in the absence of either the Treasurer or the President. The Treasurer may use electronic payments to pay recurring bills, such as but not limited to, electric, telephone, and internet. The Board of Directors will approve procedures to monitor the use of electronic payments. The Board of Directors, at its discretion, may decide to authorize the President to hold and use a debit card tied to the Association's checking account, provided that the President shall not be authorized to use the debit card without prior approval of either the Treasurer or Vice President for any expense.

(a) The "general fund" shall be used for all common expenses and generally to provide for normal budgeted expenses.

(b) The operation reserve fund shall be used to meet any deficits incurred after the annual budget determination for common expenses and generally to provide an immediate influx of working capital for the Association. The Board of Directors shall determine from time to time a percentage of the yearly assessment of money to be placed in the fund, provided, however, that in no event should this amount be less than 5% of the

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yearly assessment of all members. The yearly allocation to this fund shall cease when the accumulated fund balance exceeds one year's total common expense budgeted for the Association.

(c) The reserve and replacement fund shall be used for the improvement, reconstruction, replacement, or alteration of any part of Legacy Bay determined under Section 3 of this Article or provided for in Article VIII of these Bylaws. The Board of Directors shall create and keep current a Reserve Study Plan, which identifies the long-term cost and appropriate annual accruals of maintaining the common property and needs of the Association. The Board of Directors shall allocate funds annually to meet the annual accruals identified in the Reserve Study Plan. The Board of Directors shall determine from time to time a percentage of the yearly assessment and thus allocate an amount of money to be placed in this fund yearly, provided, however, that in no event shall this amount be less than 5% of the yearly assessment of all members.

Section 3. Annual Budget. The Board of Directors shall prepare a budget annually for the Association, determining the amount of money necessary to pay the common expenses of the Association, as determined by Article IV of the Declaration of Covenants and Restrictions for Legacy Bay Subdivision. A copy of the annual budget shall be made available to each member. The Board of Directors shall advise all members, in writing, of the annual assessment(s). The Board of Directors may not increase the annual assessment more than 5% over the previous year without a majority vote of those present in person or by proxy at a Special Meeting called for that purpose.

Section 4. Special Assessments. In the event that the Board of Directors determines that additional money is needed to pay common expenses, they may, whether the reserve funds are depleted or not, assess that additional money against all members according to their percentage of individual ownership interest in the common areas and facilities. Any such special assessment shall be due and payable at such time or times as the Board of Directors shall determine.

Section 5. Liens for Unpaid Assessments. The Association shall have a lien on the real property of any member whose assessment, either annual or special, or any installment thereof, has not been paid by the due date for payment thereof. No such lien shall be prior to the lien of any mortgage or deed of trust on any one or more lots. All members expressly waive any right to homestead or other statutory exemption they may have with respect to such lien, and expressly waive any right of redemption should such lien be foreclosed. The Board shall adopt a policy regarding the process for the placement of liens.

Section 6. Collection of Assessments. The Board of Directors shall determine the times and methods for payment of the common expense assessments and shall take prompt action to collect any assessment from any member who is in default in the payment of his assessment. A member is in default when his assessment remains unpaid for 15 days after the due date for payment thereof.

Section 7. Default in Payment of Assessments. In the event of default, all sums due and payable by the member shall, in the discretion of the Board of Directors, include a 10% penalty or bear interest at a rate permitted by law. The Board of Directors may file a lien and/or maintain a suit to recover monies for unpaid assessments or may maintain an action to foreclose the lien on the member's lot. The Association shall have the right to purchase such lot at the foreclosure sale. In the event of any default, the member shall be obligated to pay, and shall be liable for all unpaid assessments and interest, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding, including foreclosure, brought to collect such unpaid assessments whether or not suit has been filed. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Assessments of Units Owned by the Association. Assessments shall not be made to the Association for lot(s) it may own. All expenses incurred by the Association for maintaining any lots it may own shall be deemed common expenses.

Section 9. Other Assessments. In the event that a member violates any of the Rules and Regulations established pursuant to these By-laws or the Restrictions, the Board of Directors may, in its discretion, regardless of any other remedies available to the member committing a violation, impose an additional assessment hereinafter called a fine provided, however, that in no event shall such a fine exceed \$100 for each violation period. However, no fines shall be imposed unless the Board of Directors has established and made available an appropriate fine schedule taking into consideration the magnitude of the violation, as well as the damage, health, safety, and risk to the neighbors and the Legacy Bay community. The fine schedule shall also include an appropriate resolution period, after which, payment of fines and remedies for non-payment, including additional fines or arbitration and/or further legal action if fines do not lead to a satisfactory resolution, can be reassessed. The Board of Directors may also impose an assessment to recover costs of expenses due to a violation of the Rules and Regulations, and may include a reasonable service fee assessment.

Section 10. Assessments and Sale or other Transfers of Lots. The settlement of all fees due the Association shall be made before or at the time of property closing. No member shall be liable for the payment of any part of the common expenses assessed against his lot subsequent to a sale, transfer or other conveyance by him of such lot. Such a member, however, will remain personally liable for any unpaid assessment made prior to the sale, transfer, or other conveyance by him.

Section 11. Statement of Unpaid Assessments. The Board of Directors shall promptly provide any member requesting in writing, a written statement of all unpaid assessments due from such member. In no event shall any unpaid assessment be demanded and collected that exceeds the amount in the statement claimed to be due and payable. The Board of Directors may, in its discretion, charge a reasonable fee for providing such a statement to a member.

## **ARTICLE VII**

### **INSURANCE**

Section 1. Insurance. To the extent available, the Board of Directors shall obtain and maintain coverage as set forth herein. All insurance affecting the Association shall be governed by the provisions of this Article. The premiums for all insurance obtained by the Board of Directors shall be deemed a common expense.

Section 2. Insurable Interest of the Association. The insurable interest of the Association shall be coverage on the common real property and all improvements thereon as well as personal property owned by the Association. The real property and all of the personal property owned by the Association shall be insured against loss or damage by reason of fire or other perils normally covered by extended coverage, vandalism and other mischief, such other risks of physical damage as the Board of Directors deems appropriate.

Section 3. Amount of Insurance. Personal property shall be insured for an amount equal to its actual cash value. All real property and fixtures shall be insured for at least an amount equal to its actual cost. Prior to obtaining any insurance on real property under this Section and at least annually thereafter, the Board of Directors shall determine the actual replacement cost of the property using whatever professional assistance that might be required to make the determination.

Section 4. Policy Provisions. The insurance policy obtained shall include, to the extent available, without limitation, the following provisions:

- (a) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Association and the members;
- (b) That the insurance shall not be affected or diminished by reason of any other insurance carried by the member or mortgagee of the lot;
- (c) That the insurance shall not be affected or diminished by any act or neglect of any member or any occupants or owners of any improvement when such act or neglect is not within the control of the Association.
- (d) That the insurance shall not be affected or diminished by failure of any member or any occupants or owners of improvements to comply with any warranty or condition when such failure to comply is not within the control of the Association;
- (e) Such deductible as to loss, but not coinsurance features, as the Board of Directors, in its sole judgment and discretion, deems prudent and economical;
- (f) That the insurance may not be canceled or substantially modified (except for the addition of property increases in the amount of coverage) without at least 30 days prior written notice to both the name and all mortgages of lots;
- (g) Adjustment of loss shall be made with the Board of Directors of the Association;
- (h) Proceeds for losses shall be payable to the Board of Directors, as Trustee, subject to the rights of individual mortgagees,
- (i) The named insured shall be the Association;
- (j) That, before the insurer exercises any option to restore the property instead of making a cash settlement, the insurer shall obtain a written permission from the Board of Directors; and
- (k) That the insurer shall pay the assessments for common charges assessed against any damaged insured property until such property is repaired and habitable.

Section 5. Liability Insurance. The Board of Directors shall obtain and maintain public liability insurance for bodily injury and property damage in such limits as the Board of Directors may from time to time determine, insuring the Association, the Board of Directors, and each member with respect to liability arising from ownership of the common elements. Such liability insurance shall also cover cross-liability claims among members and the Association. The Board of Directors shall review and adjust, if necessary, such limits at least annually. The insurance provided under this Section shall include, without limitation, the same provisions enumerated in subsections (a), (b), (c), and (d) of Section 4 of this Article.

Section 6. Other Insurance. The Board of Directors is authorized to obtain and maintain such other insurance as it may from time to time deem appropriate, or as may be required by law.

Section 7. Evidence of Insurance. Upon written request of any member or mortgagee, the Association will supply copies of insurance policies maintained by the Association, as well as proof of payment of premiums thereon, provided, however, that the Association shall not be liable for any failure to provide such copies or proof.

## **ARTICLE VIII**

### **REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY**

**Section 1. Vote of the Members.** In the event of significant damage to a common area improvement through fire or other casualty, and if insurance funds, excluding deductible, are insufficient for full reconstruction of the structure, the Board of Directors shall promptly call a Special Meeting of the members for the purpose of voting on whether to repair or reconstruct the damage to the improvement, except as provided by Section 2 of this Article. If reconstruction would comprise more than 2/3rds of the structure, and if insurance funds, excluding deductible, are insufficient for reconstruction, the Board of Directors shall proceed with repair or reconstruction only upon the affirmative approval by a 2/3rds vote of all members present at such Special Meeting, in person or by proxy.

**Section 2. Vote Not Required.** In the event that damage caused by fire or other casualty can be repaired at a cost not exceeding the amount of casualty insurance funds, excluding deductible, that are available for repair or reconstruction, and if reconstruction would comprise 2/3rds or less of the building the Board of Directors may proceed with the repair or reconstruction or may, in their discretion, call a Special Meeting of the members to vote upon whether to proceed with repair or reconstruction. If 2/3rds of the members present at any such Special Meeting, in person or by proxy, vote to repair or reconstruct, the Board of Directors shall promptly proceed with such repair or reconstruction.

**Section 3. Repair and Reconstruction.** Repair or reconstruction must be either (a) substantially in accordance with the architectural and engineering plans and specifications as provided for herein by the Restrictions, or (b) according to new plans and specifications approved by the Board of Directors and a 2/3rds majority of the lot owners present at any such Special Meeting, in person or by proxy.

**Section 4. Funds for Repair or Reconstruction.** If repair or reconstruction is to take place as defined in Sections 1, 2, and 3 of this Article, to the extent available, any insurance proceeds received due to a fire or other casualty shall be used for repair or reconstruction. In the event that the insurance proceeds are not sufficient to repair or reconstruct that damage caused by fire or other casualty, the Board of Directors shall use so much of the reserve for replacements fund as it deems appropriate. Any remaining balance of funds necessary to complete the repair or reconstruction shall be deemed a common expense and be assessed against all members in accordance with Section 4 of Article VI.

## **ARTICLE IX**

### **RESTRICTIVE COVENANTS**

**Section 1.** The Restrictions shall govern the use of all lots and Common Areas within Legacy Bay. Any conflict between provisions of the Bylaws of the Association and Restrictions shall be resolved in favor of the Restrictions, the provisions of which are superior to and shall supersede the Bylaws.

## **ARTICLE X**

### **FINANCIAL MANAGEMENT AND RECORDS**

Section 1. Records. The Treasurer shall keep financial records and books of account for the Association. The Treasurer will be responsible for ensuring that a separate record for each lot is kept, which shall contain the amount of each assessment of the common expenses against such lot, the date when due, the amounts paid thereon, and the balance remaining unpaid, and all other records required.

Section 2. Examination of Records. The Treasurer shall ensure that detailed, accurate records, in chronological order, are kept of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses of the common elements and facilities and other expenses incurred by the Association. Such records and the vouchers and receipts supporting such records shall be made available for examination and inspection by any member or his appointed agent at a mutually agreed-upon time and date at a location specified by the Association President. Records shall be deemed confidential if they relate to a member's financial status and will not be available for inspection to anyone other than that member.

Section 3. Annual Financial Statement. An Annual Financial Summary report of the receipts and expenditures of the Association, along with details of the status of each fund, shall be made available by the Board of Directors to all members at least annually.

Section 4. Annual Review. Each year the Board of Directors shall ensure a detailed review of the financial records of the Association. A summary of the annual review shall be made available to all members of the Association.

Section 5. Fiscal Year. The Board of Directors shall, in its sole discretion, select a fiscal year for the Association.

Section 6. Record Keeping. All official records of the Association shall be kept secure in an area designated by the Board of Directors. The Board of Directors shall take due diligence in protecting the confidentiality, safety and security of the official records of the Association.

## **ARTICLE XI**

### **MAINTENANCE, REPAIR AND IMPROVEMENTS**

Section 1. Maintenance of Lots and Improvements. Every member or occupant shall, at his own expense, at all times well and substantially repair and maintain his lot and the improvements thereon and in accordance with the standards of the community, and shall be liable for all loss caused by his failure to perform such work diligently. Every member or occupant shall reimburse the Association promptly on demand for all expenses incurred by the Association in repairing or replacing any uninsured loss or damage to the common elements and facilities caused by such person. Members shall give prompt notice to the Board of Directors of any such loss or damage or either defect in the common elements when discovered.

Section 2. Additions, Alterations or Improvements by Association. Whenever, in the judgment of the Board of Directors, the common elements and facilities shall require additions, alteration or improvements costing in excess of an amount equal to \$75,000 and the making of such additions, alterations, or

This information is Exclusive to the Legacy Bay Homeowners Association.

improvements shall have been approved by a majority of the members, the Board of Directors shall proceed with such addition, alterations or improvements and shall assess all members for the costs thereof as a common expense. Any additions, alterations, or improvements costing less than an amount equal to \$75,000 may be made by the Board of Directors without approval of the members and the costs thereof shall constitute a common expense.

Section 3. Right of Access. All lot owners shall grant a right of access to their lots to the Board of Directors or its designee, for the purpose of correcting any condition originating on the lot that threatens a common element or facility or other lots/structures, provided that requests for entry are made at least 48 hours in advance and that such entry is at a time reasonably convenient to the member. In the case of an emergency, as determined in the sole discretion of the Board of Directors, members of the Board or its designee(s) shall have an immediate right of access to the lot whether the member is present at the time or not.

## **ARTICLE XII**

### **DISSOLUTION OF THE ASSOCIATION**

Section 1. The property of the Association shall include, but not limited to, bank accounts, insurance policies and proceeds and books and records, and are conclusively deemed to be common elements appurtenant to each lot and shall not be subject to withdrawal or an action to partition such property by any member except as provided for in these Bylaws.

Section 2. Vote of the Lot Owners. Upon the unanimous vote of all the lot owners and all mortgagees and the proper recordation by deed of that vote in the Register's Office for Hawkins County, Tennessee, the Association shall cease and all the lot owners shall own the property as tenants in common with each lot owner holding the same undivided interest in the property as they held in the common elements and facilities.

## **ARTICLE XIII**

### **GENERAL AND SEVERABILITY AND CONFLICTING PROVISIONS**

Section 1. If any term, covenant, restriction, provision, phrase or other element of the Covenants, Conditions and Restrictions of Legacy Bay Subdivision ("Restrictions") or Bylaws is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, restriction, covenant or element of the said documents.

Section 2. Captions used in the Restrictions and Bylaws are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Restrictions and Bylaws.

Section 3. If any provision of the Bylaws or Restrictions or any section, sentence, clause, phrase or word or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Tennessee, then the said laws shall be deemed controlling, and the validity of the remainder of the Restrictions and Bylaws and the application of any provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby. If any provisions of the Bylaws should conflict with provisions of the Covenants, Conditions and Restrictions of Legacy Bay Subdivision, or should appear to be in conflict, then the provisions of the Covenants, Conditions and Restrictions shall be deemed to be superior and shall control.



## **ARTICLE XIV**

### **MISCELLANEOUS PROVISIONS**

Section 1. Tort Liability. Each lot owner shall be deemed to have released and exonerated each other lot owner and the Association, and the Association shall be deemed to have released and exonerated each lot owner, from any tort liability other than based on fraud, intentional or criminal acts to the extent to which such liability is satisfied by proceeds of any liability insurance carried by the Association or by a lot owner.

Section 2. Amendments. These Bylaws may be amended in any respect not inconsistent with the Restrictions, and amended by vote of 75% of the lot owners present or by proxy at any meeting of the Association duly called for such purpose. The Board of Directors shall thereupon make available a written or electronic copy thereof to each lot owner and known mortgagee.

Section 3. Mortgagees. Wherever the term mortgage or mortgagee shall appear in these Bylaws, the same shall be deemed to include deeds of trust and the beneficiary under such deed of trust.

Section 4. Subordination. The Bylaws are subordinated and subject to all provisions of the Restrictions, which shall control in case of any conflict. All terms herein, unless plainly evident from the context that a different meaning was intended, shall have the same meaning as in the Restrictions.

Section 5. Transfer or Lease. Every owner who transfers or leases title to a lot or to the premises thereon, as well as the new owner or lessee, must give written notice to the Board of Directors of such transfer or lease within ten days of so doing.

Section 6. Association Address. All written notices or correspondence to the Board of Directors and to the Association shall be submitted to the following address until or unless subsequently changed by the Board of Directors: 6035 Paradise Cove Drive, Mooresburg, TN, 37811

**LEGACY BAY HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_

President

# **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LEGACY BAY SUBDIVISION**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Legacy Bay Subdivision (“Amended Declaration”) is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_ 2025, by and between at least 60% of the Property Owners of Lots in Legacy Bay.

## **WITNESSETH:**

That WHEREAS, an original Declaration of Covenants, Conditions and Restrictions for Legacy Bay Subdivision was recorded in Deed Book 421, Page 298 in the Register of Deeds Office for Hawkins County, Tennessee dated June 1, 2000 (“Original Declaration”); and

WHEREAS the Original Declaration was amended by instruments of record in Deed Book 426, Page 709 and Deed Book 1240, Page 565 in the Register of Deeds Office for Hawkins County, Tennessee; and

WHEREAS Lake Developers, a Tennessee General Partnership, was the original Developer (“Developer”); and

WHEREAS, Legacy Bay no longer has a Developer; and

WHEREAS, Legacy Bay is a residential community in Mooresburg, Hawkins County, Tennessee, more particularly described in what was Exhibit A, within the Original Declaration and is now embedded in the body of the Declaration hereto and incorporated herein by reference (the “Property”); and

WHEREAS the Developer subjected the property described on Exhibit A to the covenants, restrictions, easements, charges and liens as contained in the Original Declaration, all of which are for the benefit of the Property and each individual Owner thereof; and

WHEREAS, Legacy Bay Homeowners Association, Inc. was created in the Original Declaration and is incorporated under the laws of the State of Tennessee as a nonprofit corporation with the purpose of maintaining the Common Area; administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter described; and

WHEREAS the Original Declaration can be amended according to its terms in Article IX, Section 5, on the affirmative vote or written consent, or any combination thereof, of voting Members representing 60% of the total votes of the Association; and

WHEREAS at least 60% of the total votes of the Association have voted to approve and adopt this Amended Declaration; and

WHEREAS this Amended Declaration replaces and supersedes the Original Declaration and all amendments previously made thereto.

NOW, THEREFORE, it is declared that all the Property is to be sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are to protect the value and desirability of the Property. The

This information is Exclusive to the Legacy Bay Homeowners Association.

easements, restrictions, covenants, and conditions shall run with the property and be binding on all parties having any right, title, or interest in the Property, their heirs, successors, and assigns and shall inure to the benefit of each Owner.

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.** “Association” shall mean and refer to the Legacy Bay Homeowners Association, Inc., a Tennessee non-profit corporation, its successors, and assigns.

**Section 2.** “Board of Directors” means the board of directors of Legacy Bay Homeowners Association, Inc.

**Section 3.** “By-laws” means the by-laws of Legacy Bay Homeowners Association, Inc., as amended from time to time. All provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the By-laws.

**Section 4.** “Common Area” shall mean that portion of the Property (including the improvements thereto) not contained in Lots, and shall include roads, streets, boat dock, recreation areas, green areas, landscape features, irrigation systems and fountains and all other portions of the Property designated on the Plat(s) as Common Areas.

**Section 5.** “Community Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such a standard may be more specifically determined and set forth by the Board of Directors or its designee.

**Section 6.** “Lake Front Lot” shall mean and refer to any numbered parcel of the Property as shown on the plats of Legacy Bay that abuts the Cherokee Lake.

**Section 7.** “Lot” shall mean and refer to any numbered parcel of the Property as shown on the Plats of the Legacy Bay Subdivision.

**Section 8.** “Interior Lot” shall mean any Lot other than a Lake Front Lot.

**Section 9.** “Majority” shall mean those votes of the Owners representing more than fifty (50%) percent of the total vote in the Association. Any specific percentage of Lot Owners means that percentage of Lot Owners who, in the aggregate, are entitled to exercise such specified percentage of the total vote in the Association.

**Section 10.** “Boat dock” shall mean common area lakefront property used for slips, storage of watercraft and or their trailers, and the launching of boats.

**Section 11.** “Member” shall refer to every person or entity who holds membership in the Association.

**Section 12.** “Owner” shall mean and refer to the record Owner, whether one or more persons or entities of a fee

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simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

**Section 13.** “Person” shall mean any individual, corporation, partnership, joint venture, limited liability company, trustee, or other legal entity.

**Section 14.** “Plat” means the final record plats of survey of the Property of record in the Register’s Office for Hawkins County, Tennessee, showing the number of each Lot and expressing its area, location, and other data necessary for identification as such plat or plats may be amended from time to time.

**Section 15.** “Property” shall mean and refer to that certain real property described in these declarations attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 16.** “Unit” shall mean and refer to any improved residential lot.

## **ARTICLE II**

### **LEGACY BAY HOMEOWNERS ASSOCIATION**

**Section 1. Members.** Every Owner of a Lot which is subject to an assessment shall be a Member of the Association. Such Owner and Member shall abide by the Association’s By-Laws, articles, rules, and regulations and shall pay the assessments provided for in this Amended Declaration when due and shall comply with decisions of the Association’s Board of Directors. Conveyance of a Lot, except a conveyance to a trustee under a deed of trust, automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from any Lot that is subject to assessment. No Owner, whether one or more Persons, shall have more than one membership per Lot owned. In the event an Owner of a Lot is more than one Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member’s spouse subject to the provisions of this Declaration and the By-Laws. The membership rights of a Lot owned by a corporation or a partnership shall be exercised by the individual authorized in a written instrument provided to the Secretary of the Association subject to the provisions of this Declaration.

**Section 2. Membership.** Members shall be all lot owners and shall be entitled to one (1) vote for each lot owned. If more than one person holds interest in such lot, the vote for such lot shall be exercised as the persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the lot’s vote shall be suspended if more than one person seeks to exercise such a vote.

**Section 3. Rights and obligations of the Legacy Bay Homeowners Association, Inc.**

- (a) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including, without limitation, roads, streets boat dock, recreation areas, septic or sewer system, well or water

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systems, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designated as Common Areas on the Plat, together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the in-ground irrigation and sprinkler system, if any, contained on the Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system.

- (b) In addition to the powers and duties otherwise set forth in this Declaration, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas, to adopt rules and regulations, and to take such action as is necessary to accomplish the purpose of this Declaration. The Board of Directors of the Association shall propose rules and regulations for adoption by the Members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place, and purpose of the meeting. The presence at the meeting of Members in person or by proxy entitled to cast thirty (30%) percent of all the votes shall constitute a quorum.

### **ARTICLE III**

#### **PROPERTY RIGHTS**

**Section 1. Owners' Easement of Enjoyment Exceptions.** Every Lot Owner shall have a right and easement of enjoyment including without limitation, except for the restrictions on the usage of the boat dock as set forth in Article III Section 6, the right of vehicular and pedestrian ingress and egress in and to the Common Areas which shall be appurtenant to and shall pass with the title of every Lot. This right and easement shall also be granted to the Association and the Owner's families, guests, invitees, servants, employees, tenants and contract purchasers.

**Section 2. Extent of Owners' Easements.** The rights and easements of use and enjoyment hereby created shall be subject to the following:

- (a) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas from foreclosure.
- (b) The right of the Association to suspend the voting rights of an Owner for any period during with any assessment against their Lot remains unpaid and for a period of time for any infraction of its published rules and regulations; and
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the Board of Directors provided the Owners' easements of ingress and egress and any

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public utility easements previously established shall not be affected. The Board of Directors may declare utility, service or drainage easements upon, through or under the Common Areas at its sole discretion.

**Section 3. No Partition.** Except as is permitted in this Amended Declaration or amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition of any Lot. This Section does not prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

**Section 4. Sale of Common Areas.** No Common Areas shall be sold or otherwise disposed of without first offering to dedicate such area to the Hawkins County Government. This limitation applies neither to a transfer of the Common Areas to an organization conceived and established to own and maintain the Common Areas as a successor to the Association, nor to the dedication of streets or utility easements as provided in Section 2 (c) of this Article. This restriction shall survive any amendment to or cancellation of this Amended Declaration.

**Section 5. Boat Dock Usage Policy and Procedures.** (See Attachment 2)

## **ARTICLE IV**

### **ASSESSMENTS**

**Section 1. Assessments, Creation of the Lien and Personal Obligation.** Each Owner, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. The annual and special assessments, together with interest, costs and reasonable attorneys' fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the party who was the Owner of such property at the time the assessment fee due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.**

This information is Exclusive to the Legacy Bay Homeowners Association.

- (a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and, in particular, for the acquisition, improvement and maintenance of Property, services and facilities devoted to this purpose, or for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance in accordance with the By-laws, the cost of providing reasonable security for the Property, the employment of attorneys and other professionals to represent the Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the Common Areas and Lots.
- (b) The Board of Directors or its nominee shall administer the assessments and receipts therefrom which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

**Section 3. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the cost of defraying in whole or in part the cost of any construction, reconstruction or repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. Any such special assessment shall require the assent of the members of the Association in accordance with the Bylaws.

**Section 4. Uniform Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all Lots.

**Section 5. Date of Commencement of Annual Assessments; Due Dates.** The annual assessment provided for herein shall begin as to any Lot subject to the assessments on the first day of the month next following the date of acquisition of record title to a unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the Lot is transferred.

**Section 6. Effect of Non-Payment of Assessments; Remedies of the Legacy Bay Homeowners Association, Inc.** Any assessment not paid within fifteen (15) days of the due date shall be subject to a late charge as determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Property, and interest, costs and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common

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Areas or abandonment of his Lot.

**Section 7. Subordination of the Lien to Mortgages and Deeds of Trust.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any Lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due or relieve such Lot from the lien for any assessments thereafter becoming due.

## **ARTICLE V**

### **USE RESTRICTIONS**

**Section 1. Primary Use Restrictions.** No Lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two stories in height and containing an attached garage for the sole use of the Owner and occupants of the Unit.

**Section 2. Minimum Square Footage Requirements.** Any residence constructed upon any Lot shall contain a minimum living area measured from the outside of the exterior walls, exclusive of porches, basements, attics, patios, and garages as follows:

- (a) Phase I and Phase II and Phase III excluding the Grand Reserve, Legacy Bay Subdivision.
  - (i) One-story residence: 1,800 square feet on the ground floor;
  - (ii) One and one-half story residence: 2,100 square feet;
  - (iii) Two story residence: 2,200 square feet with a minimum of 1,400 feet on the ground floor.
- (b) Wooded lots in Phase II and wooded mountain lots in future phases for the purpose of constructing a log home/cabin.
  - (i) All residences minimum 1,400 square feet on the ground floor
- (c) Grand Reserve, Legacy Bay Subdivision.
  - (i) One story residence: 2,000 square feet on the ground floor;
  - (ii) One and one-half story residence: 2,200 square feet;

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- (iii) Two story residence: 2,500 square feet, with a minimum of 1,600 square feet on the ground floor.

**Section 3. Garages.** Each residence shall have an attached garage which shall as a minimum contain sufficient space to accommodate two automobiles.

**Section 4. Nuisances.** No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisances to the neighborhood.

**Section 5. Use of Other Structures and Vehicles.**

- 1) No structure, temporary or permanent, including without limitation an outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a Lot shall be permitted on any Lot except temporary tool sheds or field offices used by a builder which shall be removed when construction is completed. No such structure shall at any time be used as a residence, temporarily or permanently.

**Section 6. Animals.** No farm animals, livestock or poultry of any kind shall be kept by any homeowner upon any Lot. Dogs, cats or other common household animals may be kept as long as they are not kept for breeding or any commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. Pet housing shall be in the rear of the improvement. Dogs will not be allowed to roam free. Any pet that in the opinion of the Association, is considered dangerous will not be permitted.

**Section 7. Clotheslines, Garbage Cans, Tanks, etc.** All garbage cans, above-ground tanks, and other similar items shall be located or screened to be concealed from the view of neighboring Lots, streets, and Property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the unit and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any Lot.

**Section 8. Unsightly or Unkept Conditions.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his Lot. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of the Properties.

**Section 9. Antennas.** No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio and/or reception of television, radio or other signals of any kind shall be placed, allowed or

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maintained upon any portion of the Property including any Lot, without the prior written consent of the Board or its designee. However, 18-inch “mini dish” satellites are approved. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property should any such master system or systems be utilized by the Association and require any such exterior apparatus.

**Section 10. Subdivision of Lot.** No Lot shall be subdivided, or its boundary lines changed, except with the prior written approval of the Board of Directors. Any such division, boundary line change, or re-platting shall not violate the applicable subdivision and/or zoning regulations.

**Section 11. Pools.** No above-ground pool shall be erected, constructed, or installed on any Lot.

**Section 12. Tree Removal.** No trees shall be removed from any portion of the Property by any person except with the prior written approval of the Board of Directors or their designee.

**Section 13. Sight Distance at Intersections.** All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

**Section 14. Energy Conservation Equipment.** No solar energy collector panels or attendant hardware or other energy conservation equipment should be constructed or installed unless it is an integral and harmonious part of the architectural design of the structure as determined in the sole discretion of the Board of Directors or their designee pursuant to Article VI hereof.

**Section 15. Mailboxes.** All mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by the Board of Directors or their designee. All mailboxes shall be of a type and design that is identical to that selected by the Board of Directors.

**Section 16. Lakes.** All lakes, ponds, and streams within the Property shall be aesthetic amenities only and no other use thereof, including, without limitation, swimming, boating, playing, or use of personal flotation devices shall be permitted without written authorization of the Board of Directors or their designee. The Association shall not be responsible for any loss, damage or injury to any Person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within the properties.

**Section 17. Fences.** The standards for perimeter fences in Legacy Bay are as follows:

- 1) Perimeter fences will be permitted only on the following wooded lots:
- 2) 72 73 74 75 76 77 78 80 81 82 82A 83 84 85 86 87R 88R 89R 90 91A 91 92 93 94 95 96 97 98 122 123  
124 125 200 203R 205 206 208 209 210 211R2 213 214 215 216 217 218 219 220R 222 223 224 225  
226 227R 229 231 233
- 3) Perimeter fences are permitted only in the rear of the property.
- 4) The fence must be substantially concealed by the home, woodland, natural vegetation, or landscaping.
- 5) The fence must not exceed the dimensions of the width of the house and fall within the “shadow” of the width of the house.
- 6) The fence may extend to 7½ feet from the rear property line.
- 7) The fence must be aluminum, wrought iron, or chain link only. No other fencing material may be used. PVC, stockade, split-rail, chicken wire, stone, or brick wall fences are not permitted.
- 8) The fence must be green or black in color. No other color is permitted.
- 9) The fence must be installed by a professional contractor.
- 10) Once home construction is completed on a qualified wooded lot, if trees were removed to clear a significant portion of the lot so as to make the lot less wooded, the lot may be disqualified from having a fence. A post-construction evaluation of the lot for the purposes of disqualification may be undertaken by the Association.
- 11) All fences meeting the above requirements must be approved by the Association prior to construction.
- 12) Fences that were approved by the Developer before the transfer of architectural control to the Association are “grandfathered,” and owners of those lots will not be required to comply with the standards as identified above. Those grandfathered properties are lots 78, 88, and 226.

**Section 18. Signs.** House numbers and name plates of standard sizes determined by the Board of Directors are permitted. Political signs are allowed as set forth by state law.

**Section 19. Construction Damages.** Lot Owners shall repair at their own cost any damages caused to Common Areas, streets, utilities or other fixtures and improvements as a result of any construction activities upon or appurtenant to Lot Owner’s lot.

**Section 20. Motor Vehicles, Watercraft, and Trailers.** No motor vehicles shall be parked or kept on any lot at any time unless located in a driveway or housed in a garage. No person shall engage in major vehicle, machinery,

This information is Exclusive to the Legacy Bay Homeowners Association.

or equipment repairs within Legacy Bay at any time.

- (a) Prohibited Vehicles. The following vehicles shall be prohibited from parking at any time within Legacy Bay unless the vehicle is housed in an enclosed garage, meets an exemption in paragraph (b) herein, or is grandfathered based on the prior Board of Directors' decision.
- i. Any motor vehicle which has the gross weight rating or gross combination weight rating of twenty-six thousand and one (26,001) or more pounds.
  - ii. Any motor vehicle that is used in the transportation of hazardous materials, agents, toxins, and is required to be placarded by the State of Tennessee.
  - iii. Any motor vehicle in which the driver is ordinarily hired for transport, including but not limited to, taxis, limousines, passenger vans, or buses.
  - iv. Any motor vehicle with visible logos, signage, advertising, or irregular and distinct coloring or markings that creates the appearance of a commercial vehicle.
  - v. Any motor vehicle with equipment attached, strapped, or affixed to the exterior of the vehicle, including but not limited to storage containers, racks, ladders, and pipes that create the appearance of a commercial vehicle.
  - vi. Any motor vehicle, machinery, or equipment used in the agricultural, industrial, or construction industry.
  - vii. Any motor vehicle or trailer constructed for the purposes, including but not limited to, an RV, camper, house trailer or mobile home.
  - viii. Any motor vehicle used for recreational purposes, including but not limited to, golf-carts, all-terrain vehicles and light utility vehicles.
  - ix. Any inoperable motor vehicle.
- (b) Exceptions to Prohibited Vehicles. The following exceptions to prohibited vehicles at Paragraph (a) herein apply.
- i. Government-issued public safety vehicles are allowed.
  - ii. Any vehicle with visible logos, signage, advertising, or irregular and distinct coloring or markings which creates the appearance of a commercial vehicle ("Markings") shall be allowed if markings do not exceed 2'x3' or 864 square inches on each passenger and/or driver's side door panels or markings are covered with a magnetic or other removable self-adhesive material. Said self-adhesive material shall be of a solid color homogenous to the motor vehicle's base color, or no other uncovered advertising will be permitted.

- iii. Any vehicle or trailer constructed for the purpose of permanent or temporary habitation, including but not limited to an RV, camper, house trailer, or mobile home, may be temporarily parked in a Lot owner's driveway for the purpose of preparing for departure or cleaning after use with prior written approval by the Board.
- iv. Vehicles, machinery, or equipment reasonably necessary during maintenance, construction, or alteration of a Lot or Common Area is allowed for no more than 48 hours. Said vehicles, machinery, or equipment may be allowed for longer periods of time with prior written approval by the Board.
- (c) Watercraft, Watercraft Trailers not to exceed 30' in total length and Non-Watercraft Utility Trailers not exceeding 20' in total length, utility trailers exceeding total length are prohibited.
  - i. Only watercraft and watercraft trailers may be parked in the dock parking lot. Only one (1) watercraft or one (1) watercraft trailer per household, not exceeding 30' in length, may be parked in the dock parking lot simultaneously.
  - ii. Only one (1) watercraft, watercraft trailer, or non-watercraft trailer (utility trailer not exceeding 20' in total length) may be parked on an owner's lot. The watercraft or trailer must be parked in a driveway or approved paved patio; parking on an owner's lot in grass or graveled area is prohibited.

**Section 21. Fruit/Vegetable Gardens.** The standards for Fruit and Vegetable gardens in Legacy Bay are as follows:

- 1. Gardens are permitted on improved lots only.
- 2. Gardens must be located in the rear of each property behind the house only.
- 3. Gardens must be at least 7½ feet from the side and back property lines.
- 4. The total allowable garden area on any lot may not exceed 256 square feet.
- 5. The garden structure and its vegetation may not exceed 5 feet in total height.
- 6. All gardens must be approved in advance by the Association.

Fruit/Vegetable Garden Enclosures: The standards for Fruit and Vegetable Garden Enclosures are as follows:

- 1. The enclosure must be substantially invisible.
- 2. The height may not exceed 44 inches.
- 3. It must be decorative.
- 4. The enclosure must be thin gauge.
- 5. The only allowable colors are black, brown, or green.
- 6. Chicken wire, chain link, plastic webbing, lattice, and stockade are not permitted.
- 7. The enclosure must be approved by the Association prior to installation, and a full-size sample of the

enclosure must be submitted.

8. The preferred example of the approved enclosure is Lowe's item #320834, model 838175.

## **ARTICLE VI**

### **ARCHITECTURAL AND LANDSCAPE CONTROL**

#### **Section 1. Approval of Construction and Landscape Plans.**

(a) No building, fence (where permitted), garden enclosure, wall or other structure including a detached garage shall be commenced, erected or maintained upon the Property, nor shall any addition to or change or alteration therein be made to the existing improvements or the existing landscaping on that portion of the Lot continued in the area between the building line and the street until the plans and specifications showing the nature, kind, shape, color, height, materials and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, landscaping and topography by the Board of Directors or its designee.- The architectural control shall be vested in the Board of Directors or in an architectural committee composed of three or more representatives appointed by the Board of Directors. In the event the Board of Directors or its designee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

(b) References to "structure" in this paragraph shall include any building (including a garage), fence, wall, antenna and microwave and other receivers and transmitters including those currently called satellite dishes.

(c) Originally, it was contemplated that the residences on the Lots would be of a traditional architectural character. However, in the sole discretion of the Board of Directors, other types of architectural designs may be approved, if desirable, in the sole opinion of the Board of Directors, in order to take advantage of unusual characteristics of a particular Lot brought about by slopes, location of trees or other unique characteristics. The Board of Directors or its designee retains the sole right and authority in its discretion to approve or disapprove of the materials utilized in the construction of the improvements.

(d) The roof pitch shall not be less than 8 on 12 unless specifically waived and approved by the Board of Directors or its designee in writing.

(e) Prior to the installation of landscaping on any Lot, a Lot Owner must present a detailed plan and plat of the proposed landscaping to the Developer or his successor for approval. The Developer or his successor will take care to protect the scenic view of all Lot Owners when reviewing and approving such

plans and plats. All trees, shrubs, and other vegetation shall not be allowed to exceed thirty-five (35) feet in height.

- (f) In addition to and without limitation on the covenants contained in the preceding subparagraphs, a plot plan shall be submitted in duplicate showing the location of each and every improvement proposed, showing the boundary of the Lot, all easements and building lines, floor level elevations, the location and dimensions of all buildings, accessory buildings or structures and any and every improvement and/or alteration to be made. If any trees are proposed to be removed, such removal shall be approved by the Board of Directors or its designee as required by Article V, Section 12 herein above, and, if desirable in the opinion of the Board of Directors or its designee, trees to be removed shall be relocated if reasonably feasible on other portions of the Lot.
- (g) Prior to the installation of landscaping on any Lot, a Lot Owner must present a detailed plan and plat of the proposed landscaping to the Board of Directors or its designee for approval. The Board of Directors or its designee will take care to protect the scenic view of all Lot owners when reviewing and approving such plans and plats. All trees, shrubs and other vegetation shall not be allowed to exceed thirty-five 35 feet in height.
- (h) Any proposed alterations to any of the improvements or additions thereto whether proposed to be made during the period of construction or after construction of the improvements shall be submitted to the Board of Directors or its designee for approval on the same terms and conditions as herein imposed. The Board of Directors or its designee must approve all future improvements or alterations on any of the Lots within the subdivision.
- (i) If construction is not begun within one (1) year after approval of the plans by the Board of Directors or its designee, the approval shall automatically terminate.
- (j) The Lot shall be finished, graded and seeded or otherwise planted or landscaped within thirty (30) days after the completion of the main residence; provided, however, this period may be extended if the sodding, seeding or planting cannot be accomplished because of inclement weather.
- (k) The plans and specifications shall include all details of construction and materials, including, without limitation, the color of the brick and/or paint to be used on the exterior, and the style of the roof shingles. Roof shingles for residences constructed on Grand Reserve Lots shall be a minimum of 300 pounds per square.
- (l) All exterior building materials shall be predominantly brick, stone, cedar logs or a combination of the same, which materials shall extend to the ground level on all sides of the building; provided, however, that windows and doors shall be of standard material; and provided further that the Board of Directors or

designee may approve other materials than those listed herein, if such approval is given in writing.

Harmony among the residences in the Legacy Bay Subdivision is acknowledged as a goal of all parties.

(m) Construction of all dwellings and appurtenances must be complete within one (1) year of the commencement of construction.

**Section 2. Exterior Maintenance.** It shall be the duty of each Owner of property to maintain his unit and to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then in addition to maintenance upon Common area, the Association, upon approval by a majority of the Board of Directors, shall be authorized, but not obligated, to perform exterior maintenance upon each Lot and/or unit which is subject to assessment **hereunder** as follows: Paint, repair, replace and care for roofs, gutter, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. In addition, upon the failure of any Lot Owner to comply with any condition or requirement of Article V or this Article, for actions or failure to act, the Board of Directors or its designee may take such action as is necessary to comply therewith and the Owner on demand shall reimburse the Association for the expense incurred in so doing. The Board of Directors can then add the cost of such work to the assessment to which the subject Lot is required to pay.

(a) **Sewage Disposal System.** The Sewage Disposal System of each Lot, construction and maintenance, shall be the sole responsibility of the Lot Owner, and the same shall conform to all rules and regulations of the Tennessee Department of Health and Environment. However, if and when the Association or its designee shall install a sewage collection and disposal system, each Lot connected to said system must install a watertight tank and pump approved by the utility operating the disposal system. The Association reserves the right to require any and all Lots to be connected to the sewer system, if installed.

**Section 3. Setbacks, Building Lines, etc.** The Lots shall be subject to all building lines, setbacks, including side yard requirements, easements, and all restrictions of record pertaining to the Property, including those reflected on the Plat. No building line or setback, including side yard requirements as reflected on the Plat, shall be varied or modified without the prior written approval of the Board of Directors.

## **ARTICLE VII**

### **LAKE-FRONT-LOTS**

**Section 1. Acknowledgment.** The Owners of Lake-Front-Lots hereby acknowledge, consent, and agree to the design of the Legacy Bay Subdivision insofar as said Lots abut directly onto and adjoin the Cherokee Lake

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and acknowledge, consent, and agree to the design and layout of Lake Front Lots. Said Owners of Lake-Front-Lots hereby indemnify and hold harmless the Board of Directors from any injury or damage which may be incurred by said Owner, Owner's family, guests, invitees, tenants, employees, and servants as a result of the location of said lakefront lot adjacent to the Cherokee Lake. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgment paid, and amounts paid in settlement) incurred in connection with any claim, action, suit, or proceeding, whether civil, criminal, administrative, or other. This acknowledgment and agreement, however, shall not authorize any negligent, willful, or other unlawful act, nor shall it permit any trespass on the Lake Front Lots.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

**Section 1. Enforcement.** Enforcement of these restrictions shall be by proceeding of law or in equity brought by any Owner or by the Association against any party violating or attempting to violate any covenant or restriction, either to restrain violations, to direct restoration, and/or to recover damages. Failure of any Owner **or** the Association to demand or insist upon observance of any of these restrictions or to proceed for restraint of violation shall not be deemed a waiver of any violation of the covenants, conditions, and restrictions, nor the right to seek enforcement of the same.

**Section 2. Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**Section 3. Restrictions Run with Land.** These covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be canceled at any time by a written instrument signed by the Owners of seventy-five (75%) percent of the Lots in the Association and recorded in the Hawkins County Register of Deeds Office.

**Section 4. Amendment.** This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of voting members representing sixty (60%) percent of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any

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amendment must be recorded in the public records of Hawkins County. If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

**Section 5. Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

**Section 6. Easements for Utilities, Etc.** There is hereby reserved to the Association and its designees, (which include, without limitation, Hawkins County, Tennessee, and any utility) blanket easements upon, across, over, and under all of the Common Area and, to the extent shown on any plat, over the Lots for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property, except as may be approved by the Association's Board of Directors. Should any entity furnishing a service covered by the general easement therein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property.

**Section 7. Right of Entry.** The Association, shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during

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reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board of Directors and shall also include the right to enter upon the land comprising any Lot for the purpose of inspecting for compliance with the requirements of Article VI.

**Section 8. Perpetuities.** If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

**Section 9. Amendments to Articles and By-Laws.** Nothing in this Declaration shall limit the right of the Association to amend from time to time its Articles and By-Laws.

**Section 10. Non-liability of the Directors and Officers.** The directors or officers of the Association shall **not** be personally liable to the Owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity except for any acts or omissions found by a court to constitute gross negligent or actual fraud. The Owners shall indemnify and hold harmless each of the Directors and Officers and their respective heirs, executors, administrators, successors, and assignees in accordance with the By-Laws. The indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgment paid, and amounts paid in settlement) incurred in connection with any claim, action, suit, or proceeding, whether civil, criminal, administrative or other.

**Section 11. Board's Determination Binding.** In the event of any dispute or disagreement between any Owners relating to the Property or any questions of interpretation or application of the provisions of this Declaration or the By-Laws, the determination thereof by the Board of Directors shall be final and binding on each and all of such Owners.

**LEGACY BAY HOMEOWNERS ASSOCIATION:**

BY: \_\_\_\_\_

ITS: SECRETARY

ATTEST:

\_\_\_\_\_  
PRESIDENT

STATE OF TENNESSEE            )  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_, with whom

I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the Secretary of LEGACY BAY HOMEOWNERS ASSOCIATION the within named bargainor, a corporation, and that he/she as such Secretary, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Secretary.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires: \_\_\_\_\_

Notary Public

**Record of Board of Directors and Community Approval by vote, Revisions to Bylaws  
and Covenants, Conditions & Restrictions  
for Legacy Bay Homeowners Association**

1. Article I, **Definitions:** Section 4. **Common Area** A community vote of greater than 60% approved changes to Article 1 Section 4 and Article II, Section 3a, Common Area shall not include walking trails as an amenity for the community, and such walking trails may be removed by the Association.  
Amendment dated June 23, 2017 in Deed Book 421, Page 298  
  
Article II, **LB HOA:** Section 3. (a) Such definition of Common Area shall expressly not include walking trails in the community, which may be removed at the discretion of the Association.  
Second Amendment Deed Book 426, Page 709
2. Article III, **Property Rights:** Section 4, **No Partition**  
Board of Directors approved by unanimous vote following CC&Rs and approved by the attorney regarding additional clarification and addition to Article III, section 4, Property Rights “No Partition”  
Filed with Hawkins County on October 19, 2021  
Recorded in Hawkins County BK 1430 Page 1-2
3. Article III, **Use Restrictions:** Section 6, **Dock Usage Policy and Procedure**  
A community vote of greater than 60% approved changes to the article as a complete replacement of the previous article with the approved “dock usage policy and procedure.” Filed with Hawkins County on July 20, 2022  
Recorded in Hawkins County BK 1471, Page 468-475
4. Article III, **Use Restrictions:** Section 7, **“Boat Dock Parking Lot Policy”**  
A community vote of greater than 60% approved changes to the Article. Board of Directors approved by unanimous vote in accordance with ByLaws, CC&Rs, and approved by the attorney regarding vehicles, parking, watercraft/watercraft-trailer parking, and decals. Filed with Hawkins County on July 20, 2022.  
Recorded in Hawkins County BK 1514, Page 382-384
5. Article V, **Use Restrictions:** Section 5 and Section 20, **Use of Other Structures** and addition of Article V, Section 20: **Motor Vehicles, Watercraft, and Trailers.**  
A community vote of greater than 60% approved changes to the Article  
Policy, Rules, and Procedures adopted for the Legacy Bay Homeowners Association effective July 17, 2023, as Covenants, Conditions, and Restrictions. Revision to CCR Article V, Section 5, and Addition of Article V, Section 20.  
Recorded in Hawkins County BK/PG 1514/382-382
6. Article V, **Use Restrictions:** Section 17: **Perimeter Fences, Fruit and Vegetable Gardens, Fruit and Vegetable Garden Enclosures, Roadway.** A community vote of greater than 60% approved changes to the Article effective August 16, 2016.  
Recorded in Hawkins County BK/PG 1480 Page 51-52

7. **Legacy Bay Bylaws Article XIV, Section 2 and Article VI, Section 2 Amendments:**  
A community vote of greater than 75% at the August 1, 2015, Annual meeting approved changes to the Bylaws to allow for Reserve Funds and the General Fund to be funded as “Common Expense” and to allow for “Interest-bearing” accounts, in addition allowing the Treasurer to use electronic payments to pay recurring bills effective September 15, 2015  
Recorded in Hawkins County BK/PG 1174 Page 813-828
8. Article I, **Definitions:** Section 4. **Common Area** A community vote of greater than 60% approved changes to Article 1 Section 4 and Article II, Section 3a, Common Area shall not include walking trails as an amenity for the community, and such walking trails may be removed by the Association.  
Amendment dated June 23, 2017 in Deed Book 421, Page 298  
  
Article II, **LB HOA:** Section 3. (a) Such definition of Common Area shall expressly not include walking trails in the community, which may be removed at the discretion of the Association.  
Second Amendment Deed Book 426, Page 709
9. Article III, **Property Rights:** Section 4, **No Partition**  
Board of Directors approved by unanimous vote following CC&Rs and approved by the attorney regarding additional clarification and addition to Article III, section 4, Property Rights “No Partition”  
Filed with Hawkins County on October 19, 2021  
Recorded in Hawkins County BK 1430 Page 1-2
10. Article III, **Use Restrictions:** Section 6, **Dock Usage Policy and Procedure**  
A community vote of greater than 60% approved changes to the article as a complete replacement of the previous article with the approved “dock usage policy and procedure.” Filed with Hawkins County on July 20, 2022  
Recorded in Hawkins County BK 1471, Page 468-475
11. Article III, **Use Restrictions:** Section 7, **“Boat Dock Parking Lot Policy”**  
A community vote of greater than 60% approved changes to the Article. Board of Directors approved by unanimous vote in accordance with ByLaws, CC&Rs and approved by the attorney regarding vehicles, parking, watercraft/watercraft-trailer parking and decals. Filed with Hawkins County on July 20, 2022.  
Recorded in Hawkins County BK 1514, Page 382-384
12. **Use of Other Structures** and addition of Article V, **Use Restrictions:** Section 5: **Roadway Parking restrictions**, Section 17: **Perimeter Fences**, Section 21: **Fruit and Vegetable Gardens, Fruit and Vegetable Garden Enclosures**, A community vote of greater than 60% approved changes to the Article effective August 16, 2016.  
Recorded in Hawkins County BK/PG 1480 Page 51-52
13. Section 20: **Motor Vehicles, Watercraft, and Trailers.**  
A community vote of greater than 60% approved changes to the Article  
Policy, Rules, and Procedures adopted for the Legacy Bay Homeowners Association effective July 17, 2023, as Covenants, Conditions, and Restrictions. Revision to CCR Article V, Section 5, and Addition of Article V, Section 20.  
Recorded in Hawkins County BK/PG 1514/382-382

14. **Legacy Bay Bylaws** Article XIV, Section 2 and Article VI, Section 2 **Amendments:**

A community vote of greater than 75% at the August 1, 2015, Annual meeting approved changes to the Bylaws to allow for Reserve Funds and the General Fund to be funded as “Common Expense” and to allow for “Interest-bearing” accounts, in addition allowing the Treasurer to use electronic payments to pay recurring bills effective September 15, 2015

Recorded in Hawkins County BK/PG 1174 Page 813-828

**Legacy Bay Homeowners Association**  
**Gate Code Information and Policy**

Safety and security are of primary concern to the Association. The Board of Directors has established this policy on the proper use of gate codes and gate access. Throughout this gate code policy, where the “Gate Code Coordinator” is mentioned, it also includes the secondary or back-up Gate Code Coordinator.

**Summit Control Gate App**

The “Summit control” Sierra version phone application is the current means for Legacy Bay property and homeowners to remotely control gate access to our community. Through this app, owners can also generate guest passes, assign date and time range restrictions, and specify the number of uses.

**Access:**\*24/7

**Personal Code**

Each property owner is issued a personal and unique gate code. This code is restricted to the owner, people living in the property owner’s household, and trusted visitors to the home or property. This code is not to be shared with occasional visitors such as contractors, maintenance personnel or realtors.

**Access:**\*24/7

**Contractors and Vendors**

Through the Summit Control App, owners can generate guest passes, assign date and time range restrictions, and specify the number of uses to any visitor, guest etc. or a contractor/vendor hired by a property owner, including landscapers, tree trimmers, propane delivery, pest control, lawn companies, service contractors such as plumbers and electricians, care-takers, etc. may be issued a code through the Gate Code Coordinator, who will personally contact each vendor and provide a code with instructions. In an emergency where a contractor must enter outside the gate code access hours, they may call the resident from the gate phone. Legacy Bay common area landscapers have also been issued a code. When out-of-the-ordinary service such as septic services, is required, the contractor can call the resident from the gate directory.

**Access:**\*Monday through Saturday – 6:30 am to 8:00 pm. No access on Sunday or holidays.

**Realtor Codes**

Any property owner listing a property for sale with a realtor must request a realtor code. Realtor codes will be issued directly to the realtor only upon the request of a property owner, at the realtor’s request. Personal codes are not to be distributed for use by realtors under any circumstances. Any personal code provided to a realtor will be changed. If a realtor has several properties listed in Legacy Bay the realtor will be issued only one code. A special temporary gate code for a realtor Open House will be issued upon a property owner’s request for a period of time not to exceed 6 hours on any one day and will be provided directly to the realtor.

Realtor Codes may not be used in any public, print or online advertising of property for sale in Legacy Bay. Realtors may not distribute a realtor code to a prospective purchaser. Prospective purchasers must be accompanied by a realtor at all times for access into Legacy Bay. Realtor codes will be deactivated after 6 months, and a new realtor code will be issued upon request of a property owner for the realtor.

**Access:**\* 7 days a week 8:00 am to 8:00 pm. Deactivated 6 months after issue.



### **For Sale By Owner (FSBO)**

Any property owner with property “for sale by owner” must request an FSBO code. This code will be monitored closely and if abuse of the code is suspected for unauthorized access, the code will be changed. FSBO Codes will be deactivated after 6 months and a new FSBO Code will be issued upon request of a property owner.

**Access:** \*7 days a week, 8:00 am - 8:00 pm. Deactivated 6 months after issue.

### **Builder Codes**

Builders will be issued a code when any home building or construction work is performed on a property or home lasting more than two days. In the case of a home under construction or significant reconstruction or remodeling the builder code will be deleted 60 days after the completion of a home.

**Access:** \*Monday through Saturday – 6:30 am to 7:30 pm. No access on Sunday or holidays.

### **Special Event Temporary Code**

Temporary gate codes will be issued upon request by a property owner for a special event and will be programmed to provide access for the duration of the event. This request must be made at least one week in advance.

**Access:** \*Variable

### **Newspaper Delivery**

Newspaper delivery codes are issued for local newspaper delivery. A code for new subscriptions must be requested by the property owner to the Gate Code Coordinator and the code will be provided directly to the newspaper.

**Access:** \*7 days a week - 1:00 am – 5:00 pm

### **Medical Emergency, EMS, Fire, Sheriff**

Codes have been issued to emergency personnel. Emergency vehicles may also open the gate by using the “yelp” siren sounding continuously for 6 seconds. If a homeowner needs a special 24/7 code for medical reasons (for nursing or health care services) a Medical Code will be issued upon request.

**Access:** \*24/7

### **US Mail, FedEx, UPS**

US mail delivery, FedEx and UPS have been issued codes that can be shared with their delivery teams in case the usual driver is not available. If a temporary driver has not been provided the code, they may contact the resident using the gate directory.

**Access:**\*Monday through Saturday 7:00 am to 9:15 pm.

Exception: FedEx now delivers on Sunday as part of their weekend delivery service, access extends to same hours as Monday through Saturday.

### **Trash Collection**

A code has been issued to a trash collection service in Legacy Bay.

**Access:** \*Monday and Tuesday – 6:00 am through 4:00 pm

### **Gate Code Changes**

Any gate code that is known or suspected to have been compromised, will be changed. Any property owner who believes his/her gate code has been compromised or used in an unauthorized manner must contact the Gate Code Coordinator and obtain a new gate code. If, in the sole opinion of the Gate Code Coordinator, a code has been compromised, the Coordinator will change the code and notify the property owner.

This information is Exclusive to the Legacy Bay Homeowners Association.

While a change in a gate code may be inconvenient for a property owner, the Gate Code Coordinator reserves the right to change any code for the purposes of safety and security of the community.

### **Special Code Request**

Requests for special numerical codes will not be honored.

### **Gate Directory Administration**

All property owners with a residence in Legacy Bay are required to be listed in the gate directory with 1 or 2 phone numbers, which can be landline, cellular or VOIP lines. Two names may be listed. Occasional visitors are requested to call the property owner via the gate directory by scrolling through the A-Z buttons and select the resident in the directory and press CALL. The property owner will answer the phone, speak with the visitor and then press '9' from their home or cell phone to open the gate.

Lot owners without homes will not be listed in the gate directory.

### **Sale of Property**

When property is sold, all of the gate codes for that property will be canceled. A prior owner's remote control device(s) will be deactivated unless the Gate Code Coordinator is informed that the remote control device was/were given to the new owner.

### **Gate Remote Controls**

Remote control 'clickers' are available to any property owner upon request at a cost of \$30 each. A property owner may request a remote by contacting the Gate Code Coordinator (contact information below). The Association will issue a maximum of 3 remote controls to a property owner regardless of the number of lots owned. If a remote device is lost or stolen the Gate Code Coordinator must be notified and the remote device will be deactivated.

### **Gate Code Coordinator**

The Gate Code Coordinator and secondary Gate Code Coordinator will oversee the assignment and use of gate codes, remote devices and directory entries based on this policy. Both have been granted administrative rights to the current access system.

The Gate Code Coordinator will maintain an up-to-date Gate Code Master List to be shared only with the president, vice president, and secretary. Gate entry logs will be shared with the Security Team as needed to address incidents.

### **Gate Code Monitoring**

The gate entry system has the ability to generate an event log of all gate activity code use over a specified period of time. The Gate Code Administrator will monitor gate code activity and identify when a code, remote control device or directory entry was used, abused or encountered issues.

### **Contact Information**

To contact the Gate Code Coordinator regarding gate codes, remote control devices and directory entries: 423-272-3697 (allow 72 hours for reply). [legacybaygate@gmail.com](mailto:legacybaygate@gmail.com) (reply usually within 24 hours.)

## ATTACHMENT 3

### Legacy Bay Homeowners' Association

#### Boat Dock Usage Policy and Procedures

*By greater than 60% vote of the entire membership, the **following policy**, rules and procedures are adopted for the Legacy Bay Homeowners Association effective July 17, 2022 as Covenants, Conditions and Restrictions.*

The following Dock Usage Policy and Procedures process is being put in place with the goal of;

- 1) Replace the previous **policy located within** the LBHOA CCRs with the revised policy and procedures noted below voted on and approved by the membership.

There are many owners that, for various reasons such as not having a watercraft, having a private dock, being non-residents, or preferring not to keep their watercraft in the water, do not make use of the boat slips. This document is derived using input from owners and input from other communities like Legacy Bay in an effort to create a fair and manageable process to address insufficient dock space for the expanding size of the community and property owners requesting use of the limited number of spaces.

#### I. Introduction

- a. As set forth in the By-Laws of the legacy Bay **Homeowners' Association**

- i. Article III, Section 2(e), "Adoption and amendment of Administrative Rules and Regulations covering the details of the operation and use of Legacy Bay, except those established in the Restrictions."

In past years, adopting a usage policy for the boat slips was not necessary, as not all available boat slips were utilized. However, as we approached full capacity, the Board of Directors felt it was time to adopt a clear policy prior to reaching that point.

- b. In accordance with the Declaration of Covenants, Conditions, and Restrictions for Legacy Bay Subdivision:

- ii. Article II, Section 3(d): "The Association may charge a reasonable admission and other fees for the use of any facility situated upon the common area."

#### II. Definitions

For this document only, the definitions are as follows:

"**Annual Reservation Period**" refers to the period beginning February 15th and ending February 14<sup>th</sup> of the following year.

"**Dock Committee**" is a group appointed by the Legacy Bay **Homeowners' Association** Board of Directors to oversee the dock-related common areas and is acting on behalf of the Legacy Bay Homeowners' Association

This information is Exclusive to the Legacy Bay Homeowners Association.

**“Common Area”** shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

**“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to and lot which is a part of Legacy Bay.

**“Association”** shall mean and refer to Legacy Bay Homeowners' Association, Inc., (LBHOA), its successors, and assigns.

**“First come, first serve”** refers to a non-reserved uncovered docking area in which the owner of a watercraft has no return rights upon vacating that uncovered docking area. Once vacant, it can immediately be occupied by any other properly Legacy Bay registered watercraft. No personal items may be left behind, tied to or sitting on the dock area.

**“PWC”** refers to Personal Watercraft such as a Jet Ski or Wave Runner.

**“Reserved Slip”** refers to the covered area consisting of 40 boat slips as identified on the Covered Dock Map (Appendix A- Covered Dock Map). These docking areas shall ALL be marked as RESERVED. An association member in good standing may be granted a revocable license to use a Reserved Boat Slip for a period of time in exchange for payment and adherence to the Rules and Regulations governing the Community Boat Dock.

**“Right of first refusal”** shall mean that the owner is given the right to renew their reservation for a revocable license to use a covered Boat Slip for the following annual reservation period, provided that all other conditions are satisfied.

### III. Admission of watercraft to the Dock

- a. Only watercraft in good seaworthy condition will be admitted. Powered watercraft must be able to operate under their own power.
- b. All watercraft must be registered with the Dock Committee and the state of Tennessee prior to occupying any docking area (Section IV, Paragraph A).
- c. Owners are encouraged to maintain insurance on their watercraft. The Association is not responsible for any loss due to weather, theft, vandalism, or any other cause.
- d. Guests of LBHOA lot owners shall be allowed to use first-come, first-served non-reserved uncovered docking areas for a period not to exceed 4 days. The non-reserved areas include two uncovered spaces, both on the north and south outside areas of the main dock. Guests of owners may park boat trailers in the dock parking area for a period not exceeding 4 days. All guests of LBHOA lot owners must obtain a temporary LBHOA sticker and affix it to the watercraft. If a guest exceeds the 4-day stay, the boat dock committee has the discretion to decide if an extension is warranted and establish a new time period for usage. LBHOA has the right to remove any watercraft or trailer after the 4-day period unless an extension is approved and will

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not be responsible for any damage that may occur.

- e. The LBHOA is not responsible for damages or losses to watercraft utilizing the covered or uncovered boat slips.
- f. PWC docks are not be permitted in reserved covered boat slips since they would require the drilling of bracket mounting holes in the dock infrastructure.
- g. Articles attached to the community dock can only be attached with removable clamps and may only be used in a reserved boat slip area AND only with prior written approval from the Dock Committee. To obtain written approval, the owner must first provide a written description of the exact size of the item, detailed plans on how the structure will be attached to the community dock, as well as a signed statement that the owner will be financially responsible for any repairs needed to the community dock as a result of the attached structure. Boat lifts will not be permitted nor any other attachment or nailing or drilling into the dock structure that might create a liability or safety concern including but not limited to electrical or added weight. When the owner no longer leases the boat slip, all clamps and fixtures added must be removed and the space returned to its original condition. The association has the right to inspect and charge for damages incurred.

#### IV. **Covered Docking Area Assignments**

- a. Each of the 40 covered boat slips shall be available to be reserved for the annual reservation period from February 15<sup>th</sup> till February 14<sup>th</sup> of the following year. The reservation allows a member to maintain a temporary revocable license to use a certain covered boat slip that is one of the Reserved Slips. The annual Covered Boat Slip Reservation Request (see Appendix B - Covered Boat Slip Reservation Request) on the Legacy Bay website, is due no later than December 1st prior to the upcoming reservation year and amounts will be included as a separate line item in the invoice for the annual assessments mailed January 1<sup>st</sup> of every year. This dock slip **reservation fee** is set by the LBHOA Board of Directors and is based on current operating costs, as well as projected maintenance and long-term upgrade costs. The amounts collected are incorporated into the General Fund and not as a separate fund balance as the boat dock is Common Area. A license to use a reserved Slip can be revoked at any time by the Board of Directors based on failure of a member or his family or guest to comply with the dock policy or any other reasonable directive by the Board related to the use of the community dock.
- b. Owners requesting a reserved dock slip shall complete and submit a Covered Boat Slip Reservation Request Form (Appendix B) annually between November 15th and December 1st to the Boat Dock Committee. The form can be obtained online at the Legacy Bay website. The Dock Committee Chairman will provide the LBHOA Treasurer a list of Dock Slip Reservation assignments by December 15th for the upcoming reservation year. Note: As per the Amended and Restated This information is Exclusive to the Legacy Bay Homeowners Association.

Declaration of Covenants, Conditions, and Restrictions for Legacy Bay Subdivision, Article III, Section 1, "The use of the Common Area shall be limited to those owners who are not delinquent with regard to any Assessments rendered by the Association or other charges due to the Association"; only owners in good standing may request a reserved boat slip. The Dock Committee will administer the assignment process for all covered boat slips. All Covered Boat Slip Reservation Request Forms must be accompanied by a previously issued Legacy Bay Boat Tag number or documentation being attached with the form indicating intent to acquire a boat or appropriate watercraft within 6 months after being assigned a Reserved Slip.

- c. Upon yearly renewal, the owners with an existing reserved boat slip shall have a right of first refusal for the boat slip they are currently occupying provided they have followed the reservation procedures per Section IV Paragraph B above. Owners who do not receive a reserved slip because there were over 40 requests will be registered on a Covered Boat Slip Waiting List maintained by the Dock Committee. Owner(s) will be entered on the Covered Boat Slip Waiting List in the order of the earliest postmark date on the envelopes received with reservation request and fee. If a waiting list already exists from the previous year, those names will remain in the same order, with any new requests added after their names.
- d. If the Covered Boat Slip Waiting List process as defined above becomes unworkable from a community fairness and accessibility perspective, then the Board of Directors will have the prerogative and discretion to call for a **new lottery** as per the process defined in this policy whereby all members will have equal availability per a new lottery allocation submission and drawing. The determination of "unworkable" would be defined as a lot owner has been continuously on the Covered Boat Slip waiting List for 3 consecutive years and that "waiting list lot owner has not measurably moved from their original position on the Covered Boat Slip Waiting List. The intent is that all members are treated to have reasonable and fair access to all community property and not be unduly limited.
- e. If reservation requests and payments have been received for all covered boat slips and a covered boat slip becomes available for reservation in the future, the next owner registered on the Covered Boat Slip Waiting List shall **be notified** of the availability by phone and/or email and shall have 15 days from the date the phone can and/or email to submit a Covered Boat Slip Reservation Request form with the annual reservation fee to the Dock Committee. If no response is received from the first Owner on the Covered Boat Slip Waiting List, that owner will be moved to the bottom of the list, and the next Owner will be notified of the availability, and so on.
- f. After the February 1<sup>st</sup> deadline, should a covered boat slip(s) remain unreserved, owners may at any time submit a Covered Boat Slip Reservation Request form for the remainder of the annual reservation period to the Dock Committee. Annual reservation fees will be pro-rated from the date the owner submits

This information is Exclusive to the Legacy Bay Homeowners Association.

the form until the February 14<sup>th</sup> fiscal year term ends. If a current owner disposes of their boat or no longer needs their reserved covered boat slip, the slip reservation fees will not be refundable. However, if there is an owner on the Covered Boat Slip Waiting List available to take over the vacated reserved covered boat slip with a prorated payment until the end of the reservation period, then the existing Owner will receive a refund of the pro-rated amount remaining for the end of the reservation period.

- g. Members or other persons using another member's assigned Reserved Slip shall have no privileges regarding use of that Reserved Slip, improperly occupying the Reserved Slip will allow the Dock Committee Chairman, after adequate notification to the watercraft owner, to order that the watercraft be removed at the watercraft owners expense and at no liability to the LBHOA.
- h. With payment, an owner may request a preferred covered boat slip (Appendix A - Covered Boat Slip Map). The Dock Committee may consider these requests when assigning locations, however, specific location requests cannot and will not be guaranteed.
- i. After the reservation requests and payments are received, the Dock Committee will assign a boat slip revocable license to the requestor. The Dock Committee will record an assignment on the Covered Boat Slip Assignment Sheet (Appendix C - Covered Boat Slip Assignment Sheet).
- j. The Dock Committee will notify the requestor as to his boat slip assignment number.
- k. Each owner may occupy only one covered reserved boat slip, regardless of the number of properties owned or lots owned within Legacy Bay.
- l. Owner shall not be allowed to transfer or sub-let their reserved boat slip to any other party(s).
- m. Any watercraft which is improperly docked in a covered boat slip marked as RESERVED where the holder of the temporary revocable license to use that slip has not paid the necessary fees and/or received an assignment for such Reserved Slip will be in violation and may be removed at the expense of the owner of the watercraft. Reasonable attempts will be made to contact and ask the member or person improperly occupying a Reserved Slip to remove said watercraft. Should that member or person improperly occupying a Reserved Slip not respond promptly, then the Association may move the trespassing watercraft without cost to the Association. The Association is not responsible for any damage to watercraft or attached cables or locks as a result of relocation.
- n. If an owner who has an assigned Reserved Slip sells the Owner's Lot(s) in Legacy Bay, the Owner's watercraft must be removed from the community dock prior to closing on the sale of the properties within Legacy Bay. The first member on the Waiting List will be contacted to be offered the temporary revocable license to use the vacated Reserved Slip. Any new lot Owner may request the assignment of a Reserved Slip. If one is **not available**, the new lot Owner will be **added** to the Waiting List

This information is Exclusive to the Legacy Bay Homeowners Association.

- o. If the owner passes *away* during the time, *they* have a reserved boat slip, and the owner's heirs sell the Legacy Bay property, the same procedures prevail as in paragraph (n) above. However, if one Owner survives, they retain the boat slip reservation for the season and resume with the Boat Slip Reservation procedure for the **new season**. If the survivors relinquish the boat slip during the calendar year, a prorated adjustment will be **allowed and** the slip offered to the next in line on the Waiting List at a prorated amount. If no survivors remain, and heirs retain the property, the boat slip can be retained for the balance of the **reservation period, however** they must request a slip for the following year per the procedures in (b), (c) and (f) above.
- p. The dock slip **reservation fee** is set by the LBHOA Board of Directors and may **be revised as deemed** necessary and appropriate.

#### V. **Uncovered Docking Areas**

- a. Uncovered docking areas are only those along the outside of the covered boat slips (north and south ends), and shaft remains are first-come, first-served.
- b. Use of the uncovered docking areas is limited to 4 days, after which the boat must be removed from the uncovered docking area.
- c. The area along the walkway nearest the shoreline; boat launch side is reserved for temporary tie-up for those launching or retrieving watercraft, no overnight docking is permitted along the walkway.

#### VI. **Boat Slip and Walkway Use Rules and Regulations**

- a. Mechanical work on an owner's boat/PWC will be allowed at the boat slip if there are no other means to remove the boat/PWC from the water or the repairs are simple in nature.
- b. Swimming will be allowed from the walkway and the dock area. There is no lifeguard on duty and swimming will be at one's own risk.
- c. Unaccompanied minors will NOT be allowed on any part of the walkway or dock areas.
- d. Fishing is allowed from the walkway and dock areas. If fish need to be cleaned, then that must be done at the cleaning station provided in the boat slip area.
- e. No sewage discharges are allowed.
- f. No operation of gas, wood, or charcoal grills will be allowed in the covered boat slip area.
- g. No storage of personal property will be allowed on the community property walkway or dock areas. The Association is not responsible for any personal property on or at the community dock.

This information is Exclusive to the Legacy Bay Homeowners Association.



*Appendix A- Covered Boat Slip Map*



Legacy Bay Dock Committee Boat Slip Assignments

	1	2
	3	4
	5	6
	7	8
	9	10
	11	12
	13	14
	15	16
	17	18
	19	20
	21	22
	23	24
	25	26
	27	28
	29	30
	31	32
	33	34
	35	36
	37	38
	39	40

To Parking Area

Walkway to Boat Slips

## Appendix B

### Covered Boat Slip Reservation Request (See LBHOA Website for active form)

#### Legacy Bay Homeowner's Association Covered Boat Slip Reservation Request

The slip "Reservation Requests" are due annually before November 30<sup>th</sup>. The annual "Reservation Period" begins February 15<sup>th</sup> in conjunction with the owner's current HOA dues.

Please refer to the LBHOA Dock Usage Policy and Procedures for complete rules regarding requests.

Owner(s) Name		Date
<input type="text"/>		<input type="text"/>
Phone	e-mail	
<input type="text"/>	<input type="text"/>	
Lot #	LBHOA Assigned Tag#	
<input type="text"/>	<input type="text"/>	
Mailing Address		
<input type="text"/>		
Street:	<input type="text"/>	
City:	<input type="text"/>	
State:	<input type="text"/>	Zip Code: <input type="text"/>

**NOTE:** The Dock Committee may consider special requests when assigning locations. However, specific location requests **cannot and will not be guaranteed**.

Please list the top 3 slip positions for consideration if available.

Requested Position (1<sup>st</sup> choice) \_\_\_\_\_  
Requested Position (2<sup>nd</sup> choice) \_\_\_\_\_  
Requested Position (3<sup>rd</sup> choice) \_\_\_\_\_  
Current slip position (if using slip now) \_\_\_\_\_  
Least Desired Position \_\_\_\_\_

Mail this reservation request to:  
LBHOA  
6035 Paradise Cove Drive  
Mooreburg, TN 37811  
ATTN: Dock Committee

(Do not submit payment with request)

This information is Exclusive to the Legacy Bay Homeowners Association.

## Appendix C – Application for Boat and Trailer Registration & Decals (See LBHOA Website for active form)



Legacy Bay Homeowners Association  
6035 Paradise Cove Drive  
Mooreburg, Tennessee 37811

### APPLICATION FOR BOAT AND TRAILER TAGS

Fill out and mail this form, along with the documents  
indicated below, to the address on the left.

- All boats and trailers using, stored at or docked in the Legacy Bay marina parking lot, dock area or marina must be identified with a Legacy Bay tag.
- Only those boats and trailers owned by property owners of Legacy Bay shall be allowed to receive tags.
- Boats and trailers without tags shall be subject to removal at the owner's expense.

#### PLEASE PRINT

Name of LB Property Owner \_\_\_\_\_  
Address of LB Property or lot number \_\_\_\_\_  
Your current mailing address/Street \_\_\_\_\_  
Town, Zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email (optional) \_\_\_\_\_

Your vehicles (check all that apply)

<input type="checkbox"/> Boat #1	<input type="checkbox"/> Boat Trailer #1
<input type="checkbox"/> Boat #2	<input type="checkbox"/> Boat Trailer #2
<input type="checkbox"/> PWC #1	<input type="checkbox"/> Utility Trailer #1
<input type="checkbox"/> PWC #2	<input type="checkbox"/> Utility Trailer #2

#### Proof of Ownership Documentation:

Attach a copy of a state registration document showing your ownership of each of the boats and trailers you are requesting a tag for. If you do not have a state registration document attach a copy of a bill of sale for the item with the Legacy Bay property owner identified as the purchaser.

*Tags will be issued only for boats and trailers that are owned by legally-deeded property owners of Legacy Bay. Boats and trailers owned by members of the immediate household of Legacy Bay property owners are eligible for tags only if those immediate household members reside at the same address as the legally-deeded property owner of Legacy Bay. Proof of residence is required for the boats and trailers of these immediate family members. A copy of a driver license or other government-issued document must be provided with this registration form in the case of these individuals' boats and/or trailers.*

Mail this registration form along with copies of your documentation for each boat and trailer to the Association at the above address.

I affirm that each of the boats and trailers identified above are owned by me as a Legacy Bay property owner or are owned by a member of my immediate household living with me. I understand that boats and trailers without proper tags may be removed from Legacy Bay property at the owner's expense.

Print Name \_\_\_\_\_

Your Signature \_\_\_\_\_

Date \_\_\_\_\_

This information is Exclusive to the Legacy Bay Homeowners Association.

### POOL PARTY REQUEST FORM

Effective June 30, 2025, the following Legacy Bay Pool Party Policy has been implemented to outline the rules for members wishing to host any outside group or organization. If you wish to host a pool party, please email a copy of this completed form to: [bod@legacybayhoa.org](mailto:bod@legacybayhoa.org) . A member of the current Board of Directors will share communication indicating approval or denial.

**IMPORTANT:** This form may be submitted only by a Legacy Bay member who is in good standing on all annual dues.

- A Legacy Bay member may host only one outside group or organization per year for a \$100 fee and proof of a Certificate of Insurance per the requirements below. After approval is granted by the Board of Directors, the check made payable to "Legacy Bay Homeowners Association" along with the current Certificate of Insurance should be mailed to:

Legacy Bay Homeowners Association  
6035 Paradise Cove Drive  
Mooresburg, TN 37811

The pool can be reserved only on a Monday, Tuesday or Wednesday from 6:00PM to 8:00PM between the dates of May 15<sup>th</sup> and September 15<sup>th</sup> when the pool is open. There will be scheduled blackout dates for the following observed holidays, regardless of what day of the week the holiday occurs on: Memorial Day, July 4<sup>th</sup>, and Labor Day.

- Each party size is limited to a max capacity of 25 people (not 25 families), which includes the presence of Legacy Bay members during the entire hosted event. It is recommended the member, hosted group or organization provide their own supplies such as paper products, etc.
- The request must be submitted to the Board of Directors with a minimum three-week notice of the scheduled date for review and to avoid conflicts with any other hosted pool parties.
- The member or the hosted group or organization must provide a Certificate of Insurance with Legacy Bay listed as an additional insured. The insurance coverage must cover liability and property damage/loss.
- Other Legacy Bay members and their families and guests can also use the pool at the same time as the reservation period.

At the completion of the pool party (not the next day) the hosting member must clean and remove all trash and return the pool and clubhouse to the condition it was prior to the use of the pool.

Printed Name: \_\_\_\_\_ Requestor Lot #: \_\_\_\_\_  
Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Requested Pool Party Date: \_\_\_\_\_

This information is Exclusive to the Legacy Bay Homeowners Association.

## ATTACHMENT 5 – QUICK REFERENCE GUIDE

Item	Restriction	CCR Reference	Remarks
<b>Animals</b>	<u>No farm animals, livestock or poultry allowed</u>  <u>No dogs, cats or other common household animals can be kept for breeding or commercial purposes</u>  <u>No pet can be allowed to make an unreasonable amount of noise or become a nuisance</u>  <u>Pet housing must be at the rear of the improvement Dogs cannot roam free</u> <u>No dangerous pets</u>	Article V, Section 6, as amended	<p>If pet housing is outside</p> <p>In Opinion of Association</p>
<b>Antennas, Aerials, Satellite Dishes or Similar Apparatus</b>	<u>External mounted antenna(s) generally not allowed</u>  <u>18” Mini-Dish Allowed</u>  <u>Association may elect to erect a master system for the benefit of all</u>	Article V, Section 9 & Article VI, Section 1(b)	<p>Written approval required by Association</p> <p>FCC rule specifies one meter size &amp; prevails over the HOA rule.</p> <p>Also see Structures, Other</p>
<b>Clotheslines</b>	<u>Not Allowed</u>	Article V, Section 7	
<b>Construction</b>	<u>Approval required for any construction, including alterations and additions, during and after construction of residences, on any lot between building lines and street. No fires or burning on the lot.</u>	Article VI, Section 1(a) and Article VI, Section 1(f)	<p>Written approval is required by the Association before commencement (refer to the construction guidelines document)</p> <p>Also see “Legacy Bay Homeowners Association Architectural Committee Guidelines, approved by the Board of Directors on Nov. 3, 2011. (located on the LBHOA website under: <a href="https://legacybayhoa.org/board-and-committees/">https://legacybayhoa.org/board-and-committees/</a>)</p>
<b>Construction Damage</b>	<u>Owner responsible to repair at their cost, damage done to common areas, streets, utilities or other fixtures and improvements caused by construction activities on or appurtenant to their lot.</u>	Article V, Section 19	

This information is Exclusive to the Legacy Bay Homeowners Association.

<b>Construction Materials</b>	<p><u>All new home construction must supply an actual siding sample before approval. The AC committee will not approve any type, style, configuration of vinyl siding material.</u></p> <p><u>NO VINYL SIDING WILL BE APPROVED! Brick, Stone, Stucco, Hardie Board style is preferred. No burning allowed.</u></p>		<p>Sole right &amp; authority of Association to approve or disapprove. Any question as to all-inclusive nature of this covenant, judgment of the Association in its sole discretion shall control.</p> <p>Shall extend to the ground level on all sides of the building</p>
<b>Construction Materials (cont'd)</b>	<p><u>Other exterior materials</u></p> <p><u>Approved driveway material shall be concrete, pavers or brick and maintained in accordance with the rules, regulations and PSI guidelines of the approved selected material. The driveway is an asset and should exhibit harmony with the dwelling and neighboring homes.</u></p>		<p>Written approval required by Association. Harmony among residences is goal.</p> <p>Also see "Legacy Bay Homeowners Association Architectural Committee Guidelines, approved by the Board of Directors on Nov. 3, 2011. (located on the LBHOA website under: <a href="https://legacybayhoa.org/board-and-committees/">https://legacybayhoa.org/board-and-committees/</a>)</p>
<b>Construction Time</b>	<p><u>Construction must begin within one year after plan is approved by Association</u></p> <p><u>Once begun, construction must be complete within one year</u></p>	<p>Article VI, Section 1(g)</p> <p>Article VI, Section 1(k)</p>	<p>Approval terminates automatically after one year if construction is not begun.</p> <p>Special circumstances apply (see Board of Directors policy approved June 19, 2013)</p>
<b>Doors</b>	<u>Standard Material</u>	Article VI, Section 1(j)	

This information is Exclusive to the Legacy Bay Homeowners Association.

<b>Exterior Lighting</b>	<p><u>Pride in home ownership is the shared goal for harmony in our community. Glare is a visual sensation caused by excessive and uncontrolled brightness. Light trespass is splashing or shining light on neighboring property or houses. Our intent is to respect our neighbors and prevent encroaching glare or light trespass.</u></p> <p><u>Accent landscape lighting is an accepted feature which can enhance the dwelling's exterior appearance. Soffit corner security lighting is not considered landscape lighting (dwelling features) and is the main cause of glare and light trespass. Soffit lighting is permitted when connected to a motion sensor programmed to time out after a set time, i.e., 20, 30 minutes and is not permitted to remain activated for long extended periods of time thereby causing glare and light trespass.</u></p> <p><u>Lights shielded, that shine downward or are dark- sky compliant are recommended.</u></p>		<p>Also see "Legacy Bay Homeowners Association Architectural Committee Guidelines, approved by the Board of Directors on Nov. 3, 2011. (located on the LBHOA website under: <a href="https://legacybayhoa.org/board-and-committees/">https://legacybayhoa.org/board-and-committees/</a>)</p>
<b>Energy Conservation Equipment</b>	<p><u>Energy conservation equipment not allowed unless an integral part of architectural design</u></p>	Article V, Section 14	As determined by the Association
<b>Fences</b>	<p><u>Not allowed (See remarks)</u></p>	Article V, Section 17 & Article VI, Section 1(a),(b)	Written approval required by the Association; fences may be permitted under special or unusual circumstances on certain wooded mountain lots when the proposed fence is not visible from the road or adjacent properties.
<b>Garage</b>	<p><u>Must be minimum of 2-car &amp; attached</u></p>	Article V, Section 3 and Article VI, Sections 1(a) & 1(b)	
<b>Garbage Cans</b>	<p><u>Must be concealed from view of neighboring lots, streets and adjacent properties</u></p>	Article V, Section 7	Rubbish, trash & garbage shall be regularly removed & not allowed to accumulate

This information is Exclusive to the Legacy Bay Homeowners Association.

<b>Grading, Lot</b>	<u>Final grading, seeding &amp; landscaping of lot must be done within 30 days of residence completion</u>	Article VI, Section 1(h)	Period can be extended if weather is inclement
<b>Lakes, Ponds and Streams within the Property</b>	<u>Aesthetic amenities only</u> <u>No other use including without limitation, swimming, boating, playing or use of floatation devices</u>	Article V, Section 16	Written approval required by Association
<b>Landscaping</b>	<u>Approval required from Association before beginning</u>	Article VI, Section 1(a),(d),(e) & (h) and Section 3, as amended	Refer to landscape guidance. Association will take care to protect the scenic view of all lot owners.
<b>Mailboxes</b>	<u>Must satisfy postal regulations; conform to specifications established by Association; and must be of a type and design identical to that selected by the Association</u>	Article V, Section 15	See Legacy Bay approved design New & replacement mailboxes must conform to the current Legacy Bay standard
<b>Maintenance, Exterior</b>	<u>Each Owner of Property to maintain his Unit and to keep grass properly cut; keep lot free from weeds &amp; trash; keep neat &amp; attractive in appearance</u>	Article VI, Section 2	
<b>Maintenance, Exterior: Failure to Maintain</b>	<u>Association may, but is not obligated, to perform exterior maintenance including: Paint, repair, repair &amp; care for roofs, gutters &amp; downspouts, exterior building surfaces, trees, shrubs, grass, walls, and other exterior improvements</u>	Article VI, Section 2	Enforcement provision vested in BOD. Requires majority vote of BOD to remedy the non-complying conditions and add the cost of such work to the assessment to which the lot is subject

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<b>Nuisances</b>	<u>No noxious or offensive trade or activity allowed; nor anything which may become an annoyance or nuisance.</u>	Article V, Section 4	
<b>Pools</b>	<u>Above ground pools not allowed</u>	Article V, Section 11	
<b>Pool Request Form</b>	<u>Legacy Bay's Community Pool Party Request Form/Policy: for hosting Outside Groups or Organizations. (i.e. Church Group, Soccer team, Boy Scouts) hosted by a member of good standing.</u>		Approved by Board of Directors on June 30, 2025
<b>Rental of Property</b>	<u>Vacation rentals not permitted</u>	Article V, Section 11 and TN Case Law	Renters must establish residency in Legacy Bay. All homes are for single family residence use only.
<b>Residences</b>	<u>Traditional Architectural Character Other Design Types</u>	Article VI, Section 1(c)	All residences require written approval by Association Discretion of Association based on lot characteristics
<b>Roof</b>	<u>Pitch no less than 8 on 12</u>	Article VI, Section 1(c)	Written approval required by Association
<b>Setbacks &amp; Building Lines</b>	<u>Lots subject to all building lines, setbacks including side yard, easements &amp; restrictions of record as reflected on plat. Front setback: Curb to easement pin/line 12', then 30' to foundation, total of 42' to foundation. Side Setback: 7'6" from structure outer drip edge or any structure extending beyond foundation. All submissions must have a certified surveyed site plan</u>	Article VI, Section 3	NOTE: County and TVA restrictions apply. Written approval required by Association
<b>Sewage Disposal System</b>	<u>Sole responsibility of owner</u>	Article VI, Section 2(a)	Compliance with TN Department of Health & Environment

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<b>Sewage Collection System (if installed by the Association)</b>	<u>Connected lots must install a watertight tank and pump approved by the utility operating the system</u>	Article VI, Section 2(a)	Association reserves right to require connection
<b>Sheds/Outbuildings</b>	<u>Not allowed</u>	Article V, Section 1, Section 5	No outbuildings of any kind permitted
<b>Shingles, roof</b>	<u>Minimum 300 pounds per square for residences in Grand Reserve (Lots 147-177, Phases V and VIII)</u>	Article VI, Section 1(i)	Metal roofing or tile is permitted if exhibiting traditional shingle look. No straight seam or standing seam.
<b>Sight Distance at Intersections</b>	<u>Must permit safe sight across the street corners</u>	Article V, Section 13	Landscaping cannot block sight
<b>Signs</b>	<u>Not allowed</u> <u>House numbers and name plates of standard sizes</u>	Article V, Section 18	As determined by the Association
<b>Square Footage Requirement for one story residences in Phase I, II, &amp; III exclusive of wooded lots in Phase II</b>	<u>Minimum 1800 square feet of living area at ground floor</u>	Article V, Section 1, as amended  (NOTE: Phases are as shown on recorded Plat)	Measured from outside exterior wall, exclusive of porches, basements, attics, patios and garages

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<b>Square Footage Requirement for one story residences in Phases V and VIII, The Grand Reserve</b>	<u>2000 sq. feet at ground floor</u>	Article V, Section 1,as amended  (NOTE: Phases are as shown on recorded Plat)	The Grand Reserve contains Lots 147-177; Phases V and VIII. (NOTE: Some developer documents show Lots 166-177 as being Phase VII.  However, recorded plats and the TN property data base identify these lots as being Phase VIII.)
<b>Square Footage Requirement for one and one half and two story residences in Phase I, II, &amp; III exclusive of wooded lots in Phase II</b>	<u>Minimum 1800 square feet of living area total with minimum of 1400 square feet at ground floor</u>	Article V, Section 1,as amended  (NOTE: Phases are as shown on recorded Plat)	
<b>Square Footage Requirement for one story residences in Phases V and VIII, The Grand Reserve</b>	<u>Minimum 2000 square feet</u>	Article V, Section 1,as amended  (NOTE: Phases are as shown on recorded Plat)	
<b>Square Footage Requirement for one and one half story residences in Phases V and VIII, The Grand Reserve</b>	<u>Minimum 2200 square feet</u>	Article V, Section 1,as amended  (NOTE: Phases are as shown on recorded Plat)	

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<b>Square Footage Requirement for two story residences in Phases V and VIII, The Grand Reserve</b>	<u>2500 square feet with a minimum of 1600 square feet on the ground floor</u>	Article V, Section 1,as amended  (NOTE: Phases are as shown on recorded Plat)	
<b>Square Footage Requirement for wooded lots in Phase II</b>	<u>Minimum of 1400 square feet at the ground level</u>	Article V, Section 1,as amended  (NOTE: Phases are as shown on recorded Plat)	For purpose of constructing a log home/cabin
<b>Square Footage Requirement for wooded lots in all other Phases (Phases VI, VII, &amp; IX.)</b>	<u>Minimum of 1400 square feet at the ground level</u>	Article V, Section 1,as amended  (NOTE: Phases are as shown on recorded Plat)	For purpose of constructing a log home/cabin.
<b>Structures, Other</b>	<u>No building other than the main residence permitted on a lot except a builder's temporary tool shed or field office</u>	Article V, Section 1, Section 5  Article VI, Section 1(a) & (b)	Must be removed after construction is complete.  Cannot be used as a residence temporarily or permanently.
<b>Subdivision or Boundary Line Change</b>	<u>Not allowed (see remarks)</u>  <u>Developer allowed to re-plat prior to conveyance</u>	Article V, Section 10	Written approval required by Association  NOTE: County and TVA restrictions apply

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<b>Tanks</b>	<p><u>Fuel (gas or oil) tanks must be buried. For safety and aesthetics purposes, when a lot has complete rock terrain consideration for an above ground concealed fuel tank placement must be requested on the initial application and may be approved.</u></p> <p><u>The above ground fuel tank must then be fully concealed from view of neighboring lots, streets and adjacent properties by non-deciduous shrubbery (does not lose its leaves) or a type of privacy fencing concealing the tank from view. The design and color should complement the home's character.</u></p>	Article V, Section 7	Written approval by the architectural committee is required if the above ground placement method is engaged and what concealment is being proposed.
<b>Trees</b>	<p><u>New plantings cannot exceed 35 feet in height</u></p> <p><u>No removal (See remarks)</u></p>	<p>Article VI, Section 1(d) &amp; (e), as amended</p> <p>Article V, Section 12</p>	<p>Height limit includes shrubs &amp; other vegetation</p> <p>Written approval from Association prior to removal</p>
<b>Unsightly or Unkempt Conditions</b>	<p><u>No pursuit of hobbies or activities that might cause disorderly, unsightly, or unkempt conditions on any part of the lot</u></p> <p><u>Cannot assemble or disassemble motor vehicles or other mechanical device</u></p>	Article V, Section 8	Owner Responsible to prevent development of unclean, unhealthy or unkempt condition on their lot
<b>Use</b>	<p><u>Private Single Family Residential Purpose</u></p> <p><u>No structure(s) except one for single family occupancy</u></p> <p><u>Structure not to exceed 2 stories in height and containing an attached garage for sole use of owner and occupants of unit</u></p>	Article V, Section 1	

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<b>Motor Vehicles, Watercraft, and Trailers</b>	<p><u>No motor vehicles shall be parked or kept on any lot at any time unless located in a driveway or housed in a garage.</u>  <u>No person shall engage in major vehicle, machinery, or equipment repairs within Legacy Bay at any time.</u></p> <p><u>Only watercraft and watercraft trailers may be parked in the dock parking lot.</u></p> <p><u>Only one watercraft, watercraft trailer, or non-watercraft trailer (utility trailer not exceeding 20' in total length) may be parked on an owner's lot. It must be in a driveway or approved paved patio; no parking in grass or gravel.</u></p> <p><u>See section 20 for prohibited vehicles.</u></p>	<p>Article V, Section 20</p>	<p>The exception is for vehicles reasonably necessary during construction or alterations of any building or improvement on the lot.</p> <p>There will be no enforcement of this rule as long as such vehicles/vessels are not left for more than one week (Board Policy approved 4/18/13). Otherwise, park at dock area if space is available. See community-wide standards for further detailed clarification.</p>
<b>Walls</b>	<p><u>Not allowed (see remarks)</u></p>	<p>Article VI, Section 1(a) &amp; (b)</p>	<p>Except as approved by the Association</p>
<b>Windows</b>	<p><u>Standard materials</u></p>	<p>Article VI, Section 1(j)</p>	

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## ATTACHMENT 6

### Understanding By-laws, CCRs & Policy Rules

**The goal of CC&Rs is to preserve the value of properties in the community.**

For HOAs, implementing universal rules and expectations is part of what helps a community thrive. To structure these, every association has three types of governing documents: Covenants, Conditions & Restrictions (called “CC&Rs”), Bylaws, and Policy Rules & Regulations.

#### **Covenants, Conditions & Restrictions (CC&Rs)**

This is a legally binding document that is officially recorded and filed with your state. Your CC&Rs cover the rights and [obligations of the homeowners association](#) to its members and vice-versa. CC&Rs often cover legal issues, such as:

- Property use restrictions
- Clearly defined maintenance obligations for the HOA and individual members
- Mechanisms for rule enforcement and dispute resolution
- Lender protection provisions
- Assessment and insurance obligations

Because this record is kept on file with the state, it can be difficult to amend and requires a vote by the membership to make any changes.

#### **Bylaws**

If CC&Rs cover the “what” of the HOA, the Bylaws cover the “how.” Your community’s bylaws establish the structure of the day-to-day governance of your homeowners’ association. This includes things like:

- Frequency of HOA board elections
- Process for nominating and electing new board members
- Number of members who serve at one time
- Length of board member service terms
- Meeting frequency and quorum requirements
- Duties and responsibilities of board members

Like CC&Rs, Bylaws are difficult to change, as they too require a vote by the membership to amend.

#### **Rules & Regulations**

Your community’s Rules & Regulations are a catch-all for the things that aren’t covered in the CC&Rs or Bylaws. These are often the rules that might need revising over time due to changes in the community.

For example, an HOA might have a rule that states that no children are allowed in the community pool before noon. This rule would not be a part of the community’s CC&Rs because it might need to change seasonally or as more children move into the community.

Rules & Regulations can be changed by an HOA board vote with review by the members of the community. Traditionally, the board will adopt a rule, then send a notice to the community members who will have 30 days to review it. After 30 days, the board will review the comments and concerns of members, considering the members' feedback in the final decision.

[Read our updated article where we break down the nitty gritty details of your governing documents.](#)

### **Every Restriction Can Be Changed**

CC&Rs, Bylaws, and Rules & Regulations are usually determined when a developer incorporates the community. The developer will try to anticipate the type of community they are creating, but the needs of a community often aren't fully clear until residents move in.

And, as the years go on, property values, homeowner populations, and other factors can affect the relevance of certain CC&Rs. Therefore, it's important to consider a refresh of these HOA documents every few years. While the core of them is likely to hold up over time, there are a few that may need to be updated.

The board of directors can consult with their association management team to determine the right time to review CC&RS and how to implement changes.

### ***When Is the Right Time to Update CC&Rs?***

While there is no standard time for an update to a community's CC&Rs, it's good practice to review them every four to five years. Depending on the growth and changes of the HOA, this may need to be done sooner. The goal is to ensure the CC&Rs currently speak to a community's needs and what may need to be done to stay competitive with other properties.

Reviewing CC&Rs starts with an evaluation of common areas and amenities, state and local guidelines, and homeowner suggestions to preserve property values. Then, categorize and prioritize the pressing issues and decide if a change to the governing docs makes sense. Because an official change requires conducting a membership vote, changes are typically minimal.

### ***How to Make Changes to the Governing Docs?***

Every rule, regulation, covenant, condition, and bylaw can be changed— simply a matter of which process is required. CC&R changes require re-filing with the county or state, so changes should be made sparingly and with the help of an experienced attorney to institute the appropriate language.



CC&Rs and Bylaws often require a supermajority (67% or more) homeowner vote, while other communities may only require a majority (51%) consensus. Deciding which CC&Rs to change takes careful thought and should encourage the participation of all homeowners to vote on the change. Making them part of the process can help to limit pushback and make everyone feel part of the process.

Whereas changes to Rules and Regulations usually only require a board of directors' vote and approval before it's communicated with the rest of the community. However, with any level of change, it's important to ensure that everyone is informed. This can be achieved through the resident portal, community boards, and social media.

The goal is to create change that is impactful for the community. It's valuable to be open to revising longstanding rules that are no longer in the best interest of homeowners. Due to the time and resources necessary to make changes to the CC&Rs, it's important to be discerning with updates.

Bylaws establish how a homeowners' association (HOA) operates, while CC&Rs (covenants, conditions, and restrictions) dictate what homeowners can do with their property.

#### Bylaws

- **What they do:** Outline how the HOA is run as a business
- **What they cover:** Board member elections, meeting frequency, and board member responsibilities
- **Who they apply to:** All members, officers, and directors of the HOA
- **How they are amended:** Typically require a vote by the membership

#### CC&Rs

- **What they do:** Establish rules for how property can be used in the HOA community
- **What they cover:** Property use restrictions, assessment obligations, and maintenance obligations
- **Who they apply to:** All homeowners in the HOA community
- **How they are amended:** Typically require a vote by the membership



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