

REINSTATEMENT OF BYLAWS FOR TYWATER CROSSING

This reinstatement of bylaws (the bylaws) is made this 6th day of September 2023 by Tywater Crossing Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, certain property was previously submitted to the Declaration of Covenants, Conditions and Restrictions of Tywater Crossing (Exhibit "C" – Bylaws of Tywater Homeowners Association, Inc.) of Record in Book 5691, Page, 484, Register's Office for Williamson County, Tennessee.

WHEREAS, the Association desires to reinstate the amended Exhibit "C" – Bylaws of Tywater Homeowners Association, Inc.) of Record in Book 5691, Page, 488

WHEREAS, pursuant to Article 6, Section 6.6.C, of the By-Laws "these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of members holding at least a majority of the total votes in the association".

WHEREAS as evidenced by the Certification of the Association's Secretary below, this Amendment was approved by the majority vote of a quorum of Members present, in person, or by proxy.

NOW, THEREFORE, for and in consideration of these premises, and other good and valuable consideration, the receipt and sufficiency of which are in the receipt and sufficiency of which are by acknowledged, the undersigned Owners being empowered to do so, hereby reinstate the amended By-Laws as follows:

- 1. Reinstate the complete, amended Exhibit "C" – Bylaws of Tywater Homeowners Association, Inc. to the Declaration of Covenants, Conditions and Restrictions of Tywater Crossing.

Prepared by : Brandon Cortese
229 messenger lane
Franklin, TN 37064

BK: 9328 PG: 717-731
23026045
15 PGS.AL-RESTRICTIONS
950584
09/07/2023 - 08:32 AM
BATCH 950584
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 75.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 77.00
STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON

SECRETARY'S CERTIFICATE

I, Elise Farrell, of Tywater Homeowners Association, Inc., Hereby Certify, and attest that, in accordance with Article 6 of the By-Laws, the foregoing reinstatement of the amended By-Laws (Exhibit C) was approved by the affirmative vote of the majority of the quorum of the Members of Tywater Crossing as evidenced by the signature of said Owners below.

Elise Farrell

Elise Farrell, Secretary

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

On this 6 day of Sept, 2023, personally appeared before me, Elise Farrell, to me known to be the person described in and who executed the foregoing document, and acknowledged that such person executed the same as such person's free act and deed.

Claudia Zanolin

Notary's Signature

My Commission Expires: 01/18/27

SEAL



**AMENDED AND RESTATED
BY-LAWS
OF
TYWATER HOMEOWNERS ASSOCIATION, INC.**

ARTICLE 1: NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1. Name. The name of the corporation is Tywater Homeowners Association, Inc. (the “Association”).

1.2. Principal Office. The principal office of the Association shall be located in Williamson County, Tennessee. The Association may have such other offices, either within or outside the State of Tennessee, as the Board of Directors may determine or as the affairs of the Association may require.

1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized items shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Tywater filed in the Public Records, as it may be amended (the “Declaration”), unless the context indicates otherwise.

**ARTICLE 2: ASSOCIATION, MEMBERSHIP, MEETINGS,
QUORUM, VOTINGS, PROXIES**

2.1. Membership. The Association shall have one class of membership, as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference.

2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate, either within the Properties or as convenient as is possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation at the Association. Subsequent regular annual meetings shall be set by the Board so as to occur during the fourth quarter of the Association’s fiscal year on a date and at a time set by the Board.

2.4. Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) days if so directed by resolution of the Board or upon a petition signed by Members representing at least sixty-seven percent (67%) of the total votes in the Association.

2.5. Notice of Meetings. Written notice stating the place, day, and time of any meeting of the Members shall be delivered to each Member entitled to vote at such meeting, not less than ten (10), nor more than thirty (30) days before the date of such meeting, by or at the direction of the president or the secretary of the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting shall be deemed a waiver of any objection as to notice of the time, date and place thereof, unless specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present Members or their proxies holding a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5), nor more than twenty (20) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment or reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5.

2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes; such as written ballots, secret ballots or computer access.

2.9. List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Members entitled to notice of such meeting. The list shall show the address of the Member and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with Tennessee law including without limitation Tennessee Code Ann. §§48-66-102 through 48-66-105.

2.10. Proxies; Pre-submitted Ballots. At all meetings of Members, each Member may vote in person (if a corporation, partnership, limited liability company, or trust, through any officer, director, partner, Member, manager or fiduciary duly authorized to act on behalf of the Member), by proxy, or by pre-submitted ballot, subject to the limitation of Tennessee law.

(a) Proxies.

(i) Every proxy shall be in writing in a form substantially similar to that form attached hereto as Exhibit C-1 ("Proxy Form"), specifying the Homesite(s) for which it is given,

signed by the Member or such Member's duly authorized attorney-in-fact, dated and filed with the secretary of the Association prior to the meeting for which it is to be effective. Proxy Forms shall be sent to each Member with a copy of the applicable meeting agenda and list of candidates, if election is contemplated. Member(s) of the given Homesite may identify which candidate(s) their votes represent prior to signing and submitting. A limit of five (5) proxies are allowed for each Member to submit along with his or her own vote. In the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Homesite for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy. Notwithstanding anything in the Declaration to the contrary, in no event shall any Member, including Directors, be permitted to solicit proxies from other Members.

In the event a candidate is removed prior to the election and after the submission of a ballot, those Members who have submitted to the Association pursuant to 2.10(a), above, shall have the right to date and file with the secretary of the Association a supplemental proxy within forty-eight (48) hours of notice such candidate removal.

(b) Pre-submitted Ballots.

(i) Pre-submitted ballots shall be in writing specifying the Homesite(s) for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated and filed with the secretary of the Association prior to the meeting for which it is to be effective and submitted fifteen (15) days prior to election. Member(s) of the given Homesite must identify which candidate(s) their votes represent prior to signing and submitting his or her pre-submitted ballot. In the event a candidate is removed prior to the election and after the submission of a ballot, those Members who have submitted to the Association an initial ballot pursuant to 2.10(a)(i) above, shall have the right to date and file with the secretary of the Association a supplemental ballot within forty-eight (48) hours of notice such candidate removal. In the event of any conflict between two (2) or more pre-submitted ballots purporting to cover the same voting rights, the later dated ballot shall prevail, or if dated as of the same date, both shall be deemed invalid. Every pre-submitted ballot shall be revocable and shall automatically cease upon conveyance of any Homesite for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the pre-submitted ballot, unless a shorter period is specified in the proxy.

2.11. Quorum. The presence, in person or by proxy, of Members representing twenty percent (20%) of the total votes in the Association shall constitute a quorum at all meetings of the Association. If a quorum is present, business may be continued until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.12. Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Association may be taken without a meeting, without prior notice and without a vote, if written consent specifically authorizing the proposed action is signed by all Members entitled to vote on such matter. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the secretary shall give written notice to all Members summarizing the material features of the authorized action.

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. The directors shall be eligible Members or residents; provided, however, no Owner and resident representing the same Homesite may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a director if any assessment for such Owner's or resident's Homesite is delinquent. A "resident" for the purposes of these Bylaws shall mean any natural person 18 years of age or older whose principal place of residence is a Homesite within the Properties. In the case of a Member which is not a natural person, any officer, director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a director unless otherwise Specified by written notice to the Association signed by such Member, provided no Member may have more than one such representative on the Board at a time.

3.2. Number of Directors. The Board shall consist of five (5) directors.

3.3. Nomination and Election of Directors. Elected directors shall be nominated by any Member of the community at least forty-five (45) days prior to the election. All nominees should be notified of their nomination at least thirty-five (35) days prior to the election. The Board is responsible for communicating all active nominees thirty (30) days prior to the election. Notwithstanding the foregoing, all candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Members may decline nomination at any time prior to the election and the Board should remove said nominee from the ballot, and such removal shall be communicated to the Members promptly. Any proxy vote towards a removed individual is considered invalid. If enough candidates are not nominated prior to the election to fill all available Board seats, directors shall also be nominated from the floor at the meeting.

3.4. Election and Term of Office. Each Owner may cast all votes assigned to such Owner's Units for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Each Board member will serve a term of three (3) years. No single Board member

shall be allowed to serve on the Board for more than six (6) consecutive years unless enough nominees are not present on the ballot to fill all Board positions.

3.5. Removal of Directors and Vacancies. Any director elected by the Members may be removed, with or without cause, by Members holding two-thirds (2/3) of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) days delinquent (or is the resident of a Homesite that is delinquent or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors, and the Board May appoint a successor to fill the vacancy until the next annual meeting at which time the Members may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of an elected director, there must be a special election held within thirty (30) days to replace the director and fulfill the vacancy and term.

B. Meetings.

3.6. Organizational Meetings. Within thirty (30) days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.7. Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the directors shall determine, but at least one such meeting shall be held during each quarter.

3.8. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president or vice president or by any two directors.

3.9. Notice. Notice of a regular meeting shall be communicated to directors not less than four (4) days prior to the meeting. Notice of a special meeting shall be communicated to directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by:

- (a) Personal delivery.
- (b) First class mail, postage prepaid.
- (c) Telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director.
- (d) Overnight or same day delivery, charges prepaid.

(e) Electronic mail or email using Internet accessible equipment and services if the director has consented in writing to such method of delivery and has provided the Board with an electronic mail or email address.

All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal, overnight or courier delivery, telephone, or email shall be deemed communicated when delivered, telephoned, emailed or given to the telegraph company.

3.10. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11. Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference, or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.12. Quorum of Board of Directors. At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than four (4), nor more than twenty (20) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13. Compensation. Directors shall not receive any Compensation from the Association for acting as such unless approved by Members representing two-thirds (2/3) of the total votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors.

3.14. Conduct of Meetings. The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of Board meetings recording all Board resolutions and all transactions and proceedings occurring at such meetings. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

3.15. Open Meetings. Subject to the provisions of Sections 3.12 and 3.17, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on a Member's behalf by a director. In such case, the president may limit the time any Member may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude Members to discuss matters of a sensitive nature.

3.16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.17. Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done all acts and things which the Governing Documents of Tennessee law do not direct to be done and exercised exclusively by the membership generally.

3.18. Duties. The duties of the Board shall include without limitation:

(a) Preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses.

(b) Levying and collecting such assessments from the Owners.

(c) Providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility.

(d) Designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties.

(e) Depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association, provided any reserve funds may be deposited in the directors' best business judgment, in depositories other than banks.

(f) Taking and amending rules in accordance with the Declaration.

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

(h) Contracting for repairs, additions, and improvements to or alterations of the Common Property in accordance with the Governing Documents.

(i) Enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association.

(j) Obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate.

(k) Paying the costs of all services rendered to the Association.

(l) Keeping books with detailed accounts of the receipts and expenditures of the Association.

(m) Making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Homesite, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 6.4.

(n) Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

(o) Indemnifying a director, officer or ARC or committee member, or Former director, officer or ARC or committee member of the Association to the extent such indemnity is required or permitted under Tennessee the Governing Documents.

Notwithstanding anything in this Declaration or Exhibit B to the contrary, the Board may delegate these duties to a management company; provided, however, any and all contracts shall be reviewed and approved by the Board.

3.19. Legal Counsel. The Board shall engage for the Association real estate counsel on retainer to advise and counsel the Association on matters that arise affecting the Association and/or the Board. The Board shall seek review and guidance from such counsel any and all contracts entered into on behalf of the Association that exceed \$5,000.00 (subject to financial adjustments based on consumer price index), with the exception of contracts pertaining to Tywater Crossing common space upkeep and maintenance. For the avoidance of doubt, only the Association or a member of the Board, with a quorum of the directors, shall initiate a request for guidance from such counsel; provided, however, in no event shall this provision negate a Member or Members' right to request the Board's to solicit guidance from counsel regarding a matter related to the Association.

3.20. Management. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority.

3.21. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) Cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed.

(b) Accounting and controls should conform to generally accepted accounting principles.

(c) Cash accounts of the Association shall not be comingled with any other accounts.

(d) No remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association.

(e) Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

(f) An annual financial report shall be made available to all Members within one hundred twenty (120) days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines.

3.22. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12)-month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of Members holding at least sixty-seven percent (67%) of the total votes allocated to Homesites prior to borrowing such money.

3.23. Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents' associations, within and outside the Properties.

3.24. Enforcement.

(a) Notice. Prior to imposition of any sanction requiring compliance with these procedures as set forth in the Declaration, the Board or its delegate shall serve the alleged violator with written notice including:

(i) The nature of the alleged Violation;

(ii) The proposed sanction to be imposed;

(iii) A statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if one has been appointed pursuant to Article 5, within thirty (30) days of the notice; and

(iv) A statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within thirty (30) days of the notice.

If a timely request is not received, the sanction stated in the notice shall be imposed; provided, however, the Board or covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the thirty (30) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a continuing violation, each day the violation continues beyond the thirty (30) day period shall constitute a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. In the event of a violation which recurs within one year from the date of any notice hereunder, the Board or covenants committee may impose a sanction without further notice to the violator.

(b) Hearing. If a hearing is requested within the allotted thirty (30) day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder. Proof notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may adopt a schedule of sanctions for violations of the Governing Documents.

(c) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within thirty (30) days after the hearing date.

ARTICLE 4: OFFICERS

4.1. Officers. The officers of the Association shall be a president, secretary, and treasurer. The president and secretary shall be elected from among the members of the Board; other officers may, but need not be the members of the Board. The Board may appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes.

4.2. Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each election of new directors. Such officers shall serve until their successors are elected.

4.3. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The secretary shall be responsible for preparing minutes of meetings of the Association and the Board and for authenticating records of the Association.

4.4. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.5. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be approved by two-thirds (2/3s) of the board and executed by at least two (2) or more members of the board.

4.6. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.13.

ARTICLE 5: COMMITTEES

5.1. General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Unless otherwise provided by the Board, committee members shall be eligible Members or residents; provided, however, no Member may have more than one (1) representative on a committee at any time. No committee appointed by the Board shall be empowered to take any affirmative action or to bind the Board or the Association without the consent of the Board.

5.2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to the Declaration, these Bylaws and, specifically, Section 5.1, the Board may appoint a covenants committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the covenants committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.15 of these Bylaws.

ARTICLE 6: MISCELLANEOUS

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of association proceedings when not in conflict with Tennessee law, the Charter, the Declaration, or these Bylaws.

6.3. Conflicts. If there are conflicts between the provisions of Tennessee law, the Charter, the Declaration, and these Bylaws, the provisions of Tennessee law, the Declaration, the Charter, and the Bylaws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members' and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Homesite, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a Purpose reasonably related to his or her interest in a Homesite; the Declaration, Bylaws, and Charter, any amendments and supplements to the foregoing, the rules of the Association, and the minutes of meetings of the Members the Board, and committees (excluding minutes of executive sessions of the Board). The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate during normal business hours.

(b) Rules for Inspection. The Board may establish rules with respect to:

- (i) Notice to be given to the custodian of the records;
- (ii) Hours and days of the week when such an inspection may be made; and
- (iii) Payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5. Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, Statements, and other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Homesite of such Member.

(b) If to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

If mailed, any notice shall be deemed to be delivered when deposited in the United States mail addressed with postage prepaid. To increase flexibility, any Person, including the Association, may consent to or request in writing additional methods of receiving notice, including but not limited to, facsimile, electronic mail or email.

6.6. Amendment.

(a) By Declarant. Until termination of the Control Period, the Declarant may unilaterally amend these Bylaws for any purpose.

(b) By the Board. The Board shall be authorized to amend these Bylaws without the consent of the Members:

(i) For the purpose of submitting the Properties to the Tennessee Horizontal Property Act, Tennessee Code Ann. §66-27-101, et seq., and conforming these Bylaws to any mandatory provisions thereof;

(ii) To correct scriveners' errors and other mistakes of fact, provided that any amendments under this provision have no material adverse effect on the rights of the Members.

(c) By Members. Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least two-thirds (2/3) of the total votes in the Association. In addition, the approval requirements set forth in Article 12 of the Declaration shall be met, if applicable. Notwithstanding the above, 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.

(d) Validity and Effective Date. Any amendment to these Bylaws shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

If a Member consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.