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**BY LAWS**  
**OF**  
**MASSEY CREEK HOMEOWNERS ASSOCIATION, INC.**  
**A CORPORATION NOT FOR PROFIT**

**I. GENERAL PURPOSE**

Massey Creek Homeowners Association, Inc. (hereinafter the "Association") has been organized for the purpose of administering the operation and management of common property for the use and benefit of the lot owners in Massey Creek Subdivision, a subdivision located in Knox County, Tennessee (hereinafter referred to as "Massey Creek"), which is more particularly described in a Plat of Record recorded in the Register's Office for Knox County, Tennessee. (A plat of the subdivision is of record in Inst. **201609120016914**, Register's Office, Knox County, Tennessee). The Declaration of Covenants and Restrictions of Massey Creek Subdivision is recorded in Inst. **201605190067267**, Register's Office, Knox County, Tennessee. (the "Covenants and Restrictions"). The terms and provisions of these Bylaws are expressly subject to the terms, provisions, conditions and authorizations contained in the Charter of Massey Creek Homeowners Association, Inc., of record in Inst. **201605310069511**, Register's Office, Knox County, Tennessee, as may be amended (collectively, the charter) and the Covenants and Restrictions. The terms and provisions of such Charter and Covenants and Restrictions are incorporated herein by reference and shall be controlling wherever the same may be in conflict herewith. For purposes of these Bylaws, capitalized terms shall have the meaning set forth in the Covenants and Restrictions unless otherwise stated or the context so requires. The Association shall perform the care and upkeep of common areas, common property and landscaping and lighting within the entrance and boulevard area (even though dedicated as a public road) in the manner set out in the Covenants and Restrictions.

**II. MEMBERSHIP AND VOTING RIGHTS**

**A. Membership shall consist of two Classes:**

1. Class A Membership. After the Developer Control Period each person or entity who is a record owner of a fee interest in a lot or lots shall automatically be a member of the Association (hereinafter referred to as "Member"). Each Lot is entitled to one vote in the affairs of the Association, so in the event one or more Members own a lot, the vote of the lot shall be cast by the Member named in a certificate signed by all of the Owners of the lot and filed with the Secretary of

the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such Members shall be considered, only as one member for quorum purposes and for voting purposes as the owners of that lot have determined. A member(s)' vote may not be split into a fractional share. Lot owners and other users of the pool are not considered members and have no vote in the affairs of the association.

2. Class B Membership: During the Developer Control Period, the Developer shall control all of the votes for the corporation. The Developer control period shall be for five (5) years after the recording of the Restrictions or until 100% of the lots have been sold to someone other than a developer or a contractor, whichever occurs later.

B. Change of Membership. Change of membership shall be accomplished by recording in the Knox County Register's Office a deed or other instrument establishing record title to a lot, and delivery to the Secretary of the Association of a certified copy of such instrument. The membership of the prior lot Owner in the Association shall be thereby terminated.

C. Suspension of Rights. The membership and voting rights of any Member may be suspended by the Board of Directors for any period during which any Assessment against the lot to which its membership is appurtenant remains unpaid; but upon payment of such Assessments, and any interest accrued thereon, the rights and privileges shall be restored as of the date of payment. Further, if Rules and Regulations governing the use of the Property and the conduct of persons thereon have been adopted and published, as authorized in these Bylaws, the rights and privileges of any person in violation thereof or in violation of the provisions hereof may be suspended at the discretion of the Board of Directors.

D. Proxies. Proxy ballots shall be permitted with respect to all elections of Directors, and all amendments to the Charter, the Master Deed or these Bylaws, or any other matter which is to come before a meeting of the membership of the Association. All proxies shall be in writing, signed by the individual Lot Owner or all of the Lot Owners (or in the case of joint owners by the person named in the certificate described in Section A of this Article II), or by his or her duly authorized representative(s) and delivered to the Secretary of the Association, or such other person as the President may designate, at least twenty-four (24) hours prior to the commencement of the meeting at which ballots are to be cast.

### **III. MEETINGS OF MEMBERS**

A. Place of Meetings. All meetings of the Members of the Association shall be held at the Property or at such other place convenient to the Members as may be designated by the Board of Directors or the President.

B. First Annual Meeting and Regular Annual Meetings. All annual Members' meetings

shall be held on the day and month of the year to be established by the Board of Directors. At such meeting the election of Directors shall take place and the Members may transact such other business as may properly come before them.

C. Special Meetings. Special meetings of Members may be called by the President whenever he or she deems such a meeting advisable or shall be called by the Secretary when ordered by a majority of the Board of Directors, or upon the written request of Members of the Association representing at least ten percent (10%) of all votes entitled to be cast at such meeting. Such request shall state the particular purpose of such meeting and state with specificity the matters proposed to be acted upon. Unless Members representing at least fifty percent (50%) of all votes entitled to be cast request are present in person or by proxy at such a meeting, no future special meeting may be called to consider any matter which is substantially the same as a matter voted upon at any meeting of the Association held during the preceding twelve (12) months, which determination shall be made in the sole and absolute discretion of the Board of Directors.

D. Notice. Notice of all Members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other officer of the Association in absence of said officers, to each Member, unless waived in writing, such notice to be written or printed and to state the time and place and purpose for which the meeting is called. Such notice shall be given to each Member not less than twelve (12) days nor more than thirty-five (35) days prior to the date set for such meeting, which notice shall be mailed, presented personally or emailed to each Member within said time.

E. Quorum and Adjourned Meetings. A quorum at a Members' meeting shall consist of persons entitled to cast a majority of the votes of the entire membership. In the absence of a quorum, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time, until a quorum shall be present or represented.

F. Action by Written Consent. Whenever Members of the Association are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the persons entitled to vote thereon.

G. Organization. At each meeting of the Association, the President, or, in his or her absence, the Vice-President, or in their absence, Members present in person or represented by proxy and entitled to vote there at, shall act as a chairperson, and the Secretary, or in his or her absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.

H. Voting. Following the Developers' Control Period (expiration of Class B membership) the Owner or Owners of each lot shall collectively have one (1) vote in the affairs of the Association. Except as otherwise required by the Charter, the Restrictions or any law, the affirmative vote of two-thirds of the votes shall be required for the action of the Association. Additionally, any other matters requiring a vote shall be controlled by these specific sections and the Charter, Bylaws and the Covenants and Restrictions.

I. Member in Good Standing. A Member shall be deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting if and only if all Common Expense Assessments appertaining to his or her lot(s) have been paid, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or her and to his or her lot or lots, at least three (3) days prior to the date fixed for such meeting.

J. Order of Business. The order of business at the annual meeting of the Members or at any special meetings insofar as practicable shall be:

- (1) Roll Call (or check-in procedure)
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Establish number and term of memberships of Board of Directors (if required and noticed)
- (5) Reports of Committees
- (6) Election of directors (if required and noticed)
- (7) Unfinished Business
- (8) New Business
- (9) Ratification of Budget (if required and noticed)
- (10) Adjournment

#### **IV. BOARD OF DIRECTORS**

A. Number and Qualification. The Association shall be governed by a Board of Directors to be elected annually by the Members. As long as Class B membership exists, the Developer shall be the Board of Directors. After Class B membership terminates, the Board shall be composed of five (5) persons. The Board of Directors shall be voted upon by a majority of members present at a meeting in which a quorum is present. It is not absolutely necessary for any member of the Board to be a member of the Association, except for the Chairman. Members of the Board may also be officers for the Association. Except for the offices of President and Vice-President the other officers are not required to be members. At least a majority of the Board of Directors shall be Members of the Association, or shall be authorized representatives, officers or employees of the Developer. During the Developers' Control Period (as defined by the period in which Class B memberships exists) as provided in the Restrictions, the Developer shall be the Board of Directors. Thereafter, the Board of Directors shall be elected by a majority of the votes.

B. Term of Office. For the first Board of Directors (after the termination of Class B membership) the initial term of office of the two (2) directors receiving the highest number of votes shall be established at two (2) years, and the term of office of the remaining elected director shall be established at one (1) year. After the expiration of the initial term of office of each member of the Board of Directors, his or her successors shall be elected to serve a term of two (2) years, which term shall expire at the second annual meeting following their election, or until their successors are duly elected and qualified, or until removed in the manner elsewhere provided or as may be provided

by law.

C. Organizational Meeting. After termination of Class B membership, the organizational meeting of a newly elected Board of Directors shall be held within fourteen (14) days of their election at such time and at such place as shall be fixed by the directors at the Association meeting at which they were elected, and no further notice of the organizational meeting shall be necessary in order to legally constitute such a meeting, providing a quorum of the Board of Directors shall be present.

D. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one (1) such meeting shall be held each fiscal year. Notice of regular meetings shall be given by the Secretary or other designated person to each director, personally or by mail, telephone, telefax or email, at least three (3) days prior to the day named for such meetings, unless notice is waived.

E. Special Meetings. Special meetings of the directors may be called by the President, and must be called by the Secretary at the written request of any two directors. Not less than three (3) days' notice of a meeting shall be given to each director personally, by mail, telephone, telefax, or email, which notice shall state the time, place and purpose of the meeting.

F. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by a Board of Directors member at any meeting of the Board shall be deemed a waiver of notice by him or her. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting. At the discretion of the Board of Directors, meetings of the Board of Directors or portions thereof may be open to Members of the Association for observation or participation in such manner and to the extent the Board of Directors may deem appropriate.

G. Quorum and Adjourned Meetings. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business and acts of the majority of directors present at a meeting at which a quorum is present shall be acts of the Board of Directors, unless otherwise provided in the Charter and/or the Covenants and Restrictions. If any directors' meeting cannot be organized because a quorum has not attended, the directors who are present may adjourn the meeting from time to time until a quorum is present.

H. Removal of Members of the Board of Directors. At any duly held regular or special meeting of the Association in which a quorum is present, any one or more directors may be removed with or without cause by a majority of the votes held by the Members represented, and a successor may be then and there elected to fill the vacancy thus created. Each person so elected shall be a director for the remainder of the term of the director whose term he or she is filling and until his or her successor is duly elected and qualified. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

I. Vacancies. Vacancies on the Board of Directors caused by any reason other than the

removal of a director by a vote of the Members of the Association shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy; provided, however, in the event that the vacancies on the Board of Directors result in one (1) or fewer directors remaining on the Board of Directors, a special meeting of the Association shall be called by the President in order to fill such vacancies. Each person so elected at a special meeting of the Association shall serve as a director for the remainder of the term of the director whose term he or she is filling and until his or her successor is duly elected and qualified. If the vacancy has been filled by a vote of the remaining directors, each person so elected shall be a director until his or her successor is elected at the next meeting of the Association.

J. Consent in Lieu of Meeting and Vote. Anything to the contrary in these Bylaws, the Charter or the Covenants and Restrictions notwithstanding, the entire Board of Directors shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote if the entire Board of Directors, or all the directors empowered to act, whichever the case may be, shall consent in writing to such action.

K. Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided by the Covenants and Restrictions, these Bylaws, or other applicable law. The Board of Directors shall have, subject to the aforementioned limitations, the powers and duties necessary for the administration of the affairs of the Association and of Massey Creek Subdivision, which shall include, but not be limited to, the following:

1. To make, levy and collect Assessments against Members and Members' lots to defray the costs of the operation and maintenance of Common Properties and other properties, including but not limited to, the pool, poolhouse, entrance to the subdivision, landscaping, including irrigation within the boulevard area dedicated to the county and all street lighting, all of which to be designated as Common Expenses, and to use the proceeds of said Assessments in the exercise of the powers and duties granted unto the Association;
2. To cause the Common Properties and other properties to be maintained according to accepted standards established by the Association and as set forth in the Covenants and Restrictions, and to reimburse the developer for its costs in maintaining the same;
3. To make and amend Rules and Regulations governing the use of the Common Property and the governance of the entire subdivision for the use and benefit of the Members, so long as such Rules and Regulations and limitations which may be placed upon the use of such Property do not conflict with the terms of the Charter and/or the Covenants and Restrictions;
4. To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, as may be necessary or convenient in the operation and management of the Common Property and other property and in accomplishing the purposes set forth in the Charter;

5. To contract for the management of the Association, and to delegate to such manager all of the powers and duties of the Association, subject to the limitations of the Covenants and Restrictions, with the cost of employing such manager to be a part of the Common Expenses;
6. To comply with and to enforce by legal means all terms and conditions of the Covenants and Restrictions, the Charter, these Bylaws and any Rules and Regulations hereafter promulgated governing the use of Subdivision;
7. To pay all taxes and assessments which are liens against any part of the Common Property and to assess the same against the Members and their respective lots;
8. To carry insurance for the protection of the Members and the Association as provided in the Covenants and Restrictions on the Common Property;
9. To employ personnel (including, without limitation, attorneys and accountants) for reasonable compensation to perform the services required for proper administration of the Association, with such costs to be Common Expenses;
10. To borrow money for any legitimate purposes which may be necessary for the improvement, maintenance, and well-being of the Common Property, the repayment of which shall be Common Expenses;
11. To cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting;
12. To delegate to Members responsibilities concerning the maintenance, repair, and replacement and insurance of portions of the Common Property; and
13. To exercise any other power necessary and proper for the governance of the Association.

L. Eligibility of Directors. Nothing contained in these Bylaws shall prohibit a director from being an officer, nor preclude the Board of Directors from employing a director as an employee of the Association or contracting with a director for the management of the association, subject, however, to the limitations contained herein and in the Covenants and Restrictions.

## V. OFFICERS

A. Designation. The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors at any meeting. The Board of Directors may also

appoint such other officers as in its judgment may be necessary to manage the affairs of the Association. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary.

B. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first Board of Directors meeting following each annual meeting of the Members at which an election for directors is made and such officers shall hold office at the pleasure of the Board of Directors.

C. Removal of Officers. Upon any affirmative vote of a majority of the full number of directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purposes.

D. Duties and Responsibilities of Officers.

1. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and the Board of Directors. He or she shall have all the powers and duties which are usually vested in the office of the President of an association to appoint committees from among the Members from time to time, as he or she may in his or her discretion determine appropriate, to assist in the conduct of the affairs of the Association. Upon proper resolution by the Board of Directors, the President shall be authorized to execute any documents or instruments on behalf of the Association and to act as the designated authorized office of the Association.

2. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. If neither the President nor the Vice-President are able to act, the Board of Directors shall appoint some other person to do so on an interim basis. He or she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

3. The Secretary shall keep the minutes of all proceedings of the Board of Directors and the Members and shall keep the minute book and record all proceedings therein. He or she shall attend to the giving and serving of all notices to the Members and directors, and such other notices required by law. He or she shall keep the books and records of the Association, except those of the Treasurer, and shall perform all other duties incident of the office of the Secretary of an association and as may be required by the directors or President. The Assistant Secretary, if any, shall perform the duties of Secretary when the Secretary is absent.

4. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the



Assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all other duties incident to the office of Treasurer.

## **VI. COMPENSATION, INDEMNIFICATION AND EXCULPABILITY OF OFFICERS DIRECTORS AND COMMITTEE MEMBERS**

A. Compensation. No compensation shall be paid to the President or the Vice-President or any director or committee member for acting as such officer or director. The Secretary and/or Treasurer may be compensated for their services if the Board of Directors determines that such compensation is appropriate. Nothing herein stated shall prevent any officer or director, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association; provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board of Directors.

B. Indemnification. Each director, officer or committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director, committee member or agent of the Association or in any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein he or she is adjudged guilty of willful misfeasance or gross negligence in the performance of his or her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer or committee member may be entitled.

C. Exculpability. Unless acting in bad faith, neither the Board of Directors as a body nor any director, officer, committee member or agent of the Association, shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of his or her office. Each Member shall be bound by the good faith actions of the Board of Directors, officers, committee members or agents of the Association, in the execution of the duties of said directors, officers, committee members or agents.

## **VII. FISCAL MANAGEMENT**

### **A. Annual Assessments.**

1. The Board of Directors shall adopt a budget for each fiscal year of the Association and such budget shall contain estimates of the amount of monies deemed necessary for the Common Expenses, the manner of expenditure thereof and the proposed Assessments against each lot Owner. Each lot Owner shall be obligated to pay his or her proportionate share of the Common Expenses assessed against him by

the Board of Directors in accordance with the Covenants and Restrictions, the Charter, these Bylaws and applicable law. The timing and due dates of such payments shall, subject to the terms of the Covenants and Restrictions, be established by the Board of Directors.

2. The Board of Directors shall give notice to each lot Owner, in writing, of the amount estimated by the Board of Directors for Common Expenses for the management and operation of the Association for the next ensuing budget period and the proposed annual Assessments, directed to the lot Owner at its, his or her last known address by ordinary mail, by hand delivery, or email. Said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mail. It is the duty of the Lot Owner to provide a correct viable email address, and receipt is presumed 24 hours after delivery. Non receipt of an email to the email address provided by the Lot Owner shall not be an excuse for any lack of notice.

3. The omission by the Board of Directors, before the expiration of any fiscal year, to fix the Assessment thereunder for that or the next fiscal year shall not be deemed a waiver or modification in any respect of the provisions of the Covenants and Restrictions and Bylaws or a release of any Owner from the obligation to pay the Assessments, or an installment thereof for that or any subsequent fiscal year, but the Assessment fixed for the preceding fiscal year shall continue until a new Assessment is fixed.

B. Special Assessments. In addition to the annual Assessments authorized by Section A of this Article VII, the Board of Directors may levy, in any Assessment year, a Special Assessment, applicable to that year only, for the purposes of defraying, in whole or in part, any unexpected expenses or for other lawful purposes, provided that any such Special Assessment shall be apportioned in the same manner as a regular Assessment and shall be approved by at least 3 members of the Board of Directors.

C. Reserves. The Board of Directors shall not be obligated to expend all of the Assessments collected in any accounting period, but must establish and maintain reasonable reserves for the periodic maintenance, repair and replacement of the Common Property which reserves will be established and maintained out of the annual Assessments.

D. Working Capital In order to insure that the Association will have funds to meet unforeseen expenditures or to purchase equipment and services during the initial start up operations of the Association, each lot Owner, excluding the Developer, shall pay \$75.00 for each lot to the Association at the time of the closing of any initial purchase of the lot from the Developer. Such amounts shall not be considered advance payment of regular annual Assessments which are required to be paid by each Unit Owner under Section A of this Article VII. This initial charge is in addition to the yearly assessment which shall be prorated based upon the date of closing. The Association shall maintain the amounts collected in a working capital fund for the use and benefit of the Association.

E. Depository. The depository of the Association shall be such bank or banks and/or

federal savings and loan associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be by such persons as are authorized by the directors.

F. Annual Reconciliation. A reconciliation of the accounts of the Association shall be made annually, the cost shall be deemed a Common Expense, and a copy of the report shall be furnished to each Member not later than ninety (90) days following the close of the fiscal year for which the report is made. In addition, any holder of a first Mortgage on a lot shall, upon written request, be entitled to a copy of the report provided it pays any reasonable expenses of the Association incurred in rendering such copy.

G. Examination of Books and Records. The Board of Directors (through the Treasurer) shall keep a book with a detailed account, in chronological order, of the receipts and expenditures affecting the association, Inc. and its administration and specifying the maintenance and repair expense of the Common Properties and any other expenses incurred. Such book, the vouchers accrediting the entries made thereon, copies of the Covenants and Restrictions, these Bylaws, the Rules and Regulations and other books, records and financial statements of the Association shall be maintained at the principal office of the Association and shall be available for inspection by Members or by holders, insurers and guarantors of Mortgages that are secured by lots in Massey Creek during normal business hours or under any other reasonable circumstances.

H. Management Contracts. The Association may enter into professional management contracts or other agreements; provided, however, that each such contract or other agreement shall contain a right of termination with or without cause that the Association can exercise at any time after the end of the Developer Control Period; such right to be exercised without penalty on advance notice of more than ninety (90) days.

I. Fidelity Bonds. The Association shall, subject to the provisions of the Restrictions maintain blanket fidelity bonds for all persons who either handle or are responsible for funds held or administered by the Association, whether or not they receive compensation for such services. Any management agent that handles funds for the Association shall also be covered by a fidelity bond.

J. Interest and Attorneys Fees. The Board of Directors shall have the option, in connection with the collection of any charge or Assessment from any lot Owner, to impose a late fee, or an interest charge at a rate of ten percent (10%) per annum or the highest legal rate then chargeable, whichever is less, from the date the charge or Assessment was due until paid. In the event attorneys fees are incurred by the Board of Directors of the Association in the collection of such charges, the lot Owner shall be responsible for payment of all reasonable attorneys' fees, and in addition all costs of collection, fines, court costs and discretionary costs allowable by law.

## **VIII. OBLIGATIONS AND RESTRICTIONS OF LOT OWNERS**

A. Incorporation of Covenants and Restrictions. All of the Covenants and Restrictions for Massey Creek of record in Inst. 201605190067267, Register of Deeds for Knox County, Tennessee, are incorporated by reference as if fully set out herein, and may be enforced by the Association through the authority of the Bylaws, which shall be applicable to any owner, occupier, lessee, agent, invitee, guest, mortgagee, or invitee for hire (such as a repairman).

B. Nuisances. No nuisance shall be allowed in the Property, nor any use or practice which is the source of annoyance to owners, their employees, guests, agents, invitees or lessees which interferes with the peaceful possession and proper use of the subdivision by its owners, their employees, guests, agents, invitees or lessees. All parts of the subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. No lot Owner shall permit any use of his lot or of the Common Property which will increase the rate of insurance upon the Common Property.

C. Lawful Use. No immoral, improper, offensive or unlawful use shall be made by the lot owners. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair shall be the same as the responsibility for the maintenance and repair of the Common Property concerned.

D. Rules and Regulations. Reasonable Rules and Regulations concerning the use of the subdivision and the Common Properties be made and amended from time to time by the Board of Directors of the Association. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all lot Owners and lessees of the lots, and such Rules and Regulations shall be of the same force and effect as the provisions of these Bylaws.

E. Rules of Conduct. In order to assure the peaceful and orderly use and enjoyment of the lots and the Common Property of the Association, the lot Owners may, after the expiration of Class B Membership, from time to time, adopt, modify and revoke in whole or in part, subject to the provisions of the Covenants and Restrictions, by a vote of the Members present in person or represented by proxy whose aggregate interest in the lots of the subdivision constitutes two-thirds of the total interest, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules of Conduct, governing the conduct of said persons on the Property as the Association may deem necessary. Such Rules of Conduct, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Owner, and shall be binding upon all lot Owners and occupants of lots.

E. Obstruction of Common Property. There shall be no obstruction of the Common Property. Any acts to interfere with the use of the Common Property is prohibited.

F. Noise. Residents shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, televisions or amplifiers that may disturb the other residents.

## **IX. INSURANCE**

A. Board of Directors. The Board of Directors shall be required to obtain and maintain such insurance upon the Common Property.

## **X. ENFORCEMENT**

A. Enforcement. The Board of Directors shall have the power, at its sole option, to enforce the terms of the Bylaws, the Covenants and Restrictions or any rule or regulation

promulgated pursuant thereto, by any or all of the following: lawful self-help; sending notice to the offending party to cause certain things to be done or undone, restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.

B. Fines. The Board shall also have the power to levy fines against any lot Owner(s) for violation(s) of any Rule or Regulation of the Association or for any Covenants and Restrictions or Bylaws in accordance with applicable law. Any such fine shall be considered and shall be an additional Assessment as provided in the Covenants and Restrictions against the applicable lot Owner(s) and lot(s).

C. Waiver. No restriction, condition, obligation or covenant contained in these Bylaws and/or the Covenants and Restrictions shall be deemed to have been abrogated or waived by reason of the failure by the Association to enforce the same, irrespective of the number of violations or breaches thereof which may have occurred either to that particular lot owner, their agents, assigns, lessees, invitees or guests or other lot owners their agents, assigns, lessees, invitees or guests within the subdivision. In particular, a lack of enforcement by a prior Board of Directors shall not be a bar to enforcement by a subsequent duly elected Board of Directors on behalf of the Association.

## **XI. AMENDMENTS**

Subject to the provisions contained in the Covenants and Restrictions, these Bylaws may be altered or repealed, or new Bylaws may be made, at any meeting of the Association duly held for such purpose, previous to which written notice shall have been sent, a quorum being present, by an affirmative vote of the votes of the Association. Directors and Members not present at the meetings considering the amendment may express their approval in writing.

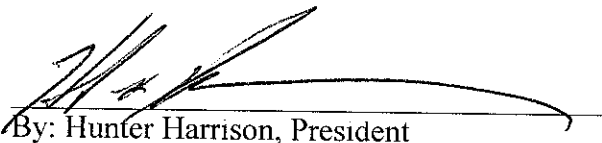
## **XII. CONFLICT INVALIDITY**


A. Conflict. Anything to the contrary herein notwithstanding, if any provision of these Bylaws is in conflict with or contradiction of the Covenants and Restrictions or the Charter, or with the requirements of any law or regulation, then the requirements of said Covenants and Restrictions, Charter, law or regulation shall be deemed controlling.

B. Severability. The invalidity of any part of these Bylaws shall not impair or affect in manner the enforceability or affect the remaining provisions of the Bylaws.

Adopted this 5<sup>th</sup> day of October, 2016.

HMH Development, Inc., Developer

  
By: Hunter Harrison, President

  
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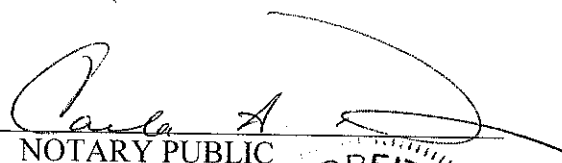
STATE OF TENNESSEE

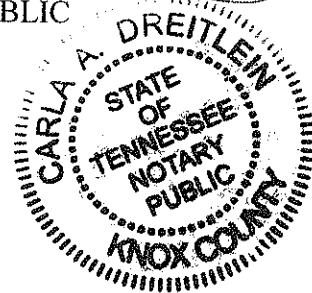
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared, Hunter Harrison, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who upon oath, acknowledged himself/herself to be the President of HMH Development, Inc., the within named bargainor, a corporation, and that he/she as such President executed the within instrument for the purposes therein contained, by signing the name of the corporation as President.

Witness my hand and official seal at office on this 5<sup>th</sup> day of October, 2016.

My commission expires: 5/5/2019

  
NOTARY PUBLIC



  
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