

Bylaws of the Chestnut Valley Homeowners' Association Inc.

Record Book
904 Pg 2937

Article One

Name and Location

The name of the corporation is Chestnut Valley Homeowners' Association Inc., hereinafter referred to as the "Corporation". The principal office of the Corporation is c/o Waldron Enterprises, 5260 Murfreesboro Road, PO Box 155, LaVergne, TN 37086, but meetings of Members and Directors may be held at such places and at such times in the State of Tennessee, County of Rutherford, as may be designated by the Board of Directors.

Article Two

Definitions

Section 1: "Corporation" shall mean and refer to Chestnut Valley Homeowners' Association Inc., its successors and/or Assigns.

Section 2: "Property" (whether singular or plural) means all the land, property and space specified as Chestnut Valley, Section I, Phase I as recorded in Plat Book 32, page 81, Register's Office for Rutherford County, Tennessee and any and all phases and additions that may be platted in the future.

Section 3: "Common Area" shall mean all real property and the improvements thereon owned or maintained by the Corporation for the common use and enjoyment of the homeowners.

Section 4: "Lot" shall mean a numbered plot of land as shown on any recorded plat of the Chestnut Valley Subdivision with the exception of the common area and dedicated streets. Title to lots will be held by an owner or owners in fee simple. Proposed lots in future phases and sections which are not now platted and which are added to the Subdivision shall automatically become a part of the Association when the first lot is sold in the new platted section.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee 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 6: "Declaration" shall mean the Declaration of Restrictions and Covenants for Section I, Phase I, Chestnut Valley Subdivision as recorded in Record Book 847, page 1191 et seq.

Section 7: "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8: "Residence" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

Section 9: "Board of Directors" or "Board" shall mean the governing body of the Association as provided in this instrument, the Articles of Incorporation, the Charter and the Bylaws thereof.

Section 10: "Common expenses" shall mean and include (a) expenses of administration, operation, management, repair or replacement of the Common Areas of the Subdivision (b) expenses declared common by the provisions of the Declaration, or the Charter or the Bylaws of the Association against the common areas of the Subdivision (c) all sums lawfully assessed by the Board and (d) expenses as provided in any duly authorized management agreement.

Section 11: "Additional provisions" shall mean the contents of the Declaration including, but not limited to Section 28 designated "Homeowners' Association"

Article 3

Board of Directors, Selection, Term of Office

Section 1: The affairs of the Association shall be managed by a Board of three Directors, who need not be members of the Association or officers, agents, directors, representatives or employees of Declaring.

Section 2: The initial 3 Directors as chosen by Declaring shall serve until such time as Declaring turns over control of the Association to the Members. At that time, the members shall select 1 Director for a term of 1 year, 1 Director for a term of 2 years and 1 Director for a term of 3 years., and at each annual meeting thereafter members shall select 1 director for a term of 3 years. At the time the Members take over management of the Association and a meeting is called, 15% of the lot owners shall be considered a quorum and the 3 Directors shall be the candidates receiving the top 3 number of votes. At every election thereafter, a quorum being present, the 1 Director selected shall be the candidate who receives the greatest number of votes cast, but no less than 40% of the vote. If the candidate who receives the most votes does not reach 40%, a runoff election will be held immediately at the same election, and the candidate who receives the most votes will become a Director. Should they choose to do so, the Directors may designate one of themselves for each of the following positions: President, Vice President and

Secretary. On all issues decided by the Directors, a simple majority, 2 of 3, shall be considered binding.

Section 3: Removal: Any Director may be removed from the Board with or without cause, by a simple majority vote of the Members of the Association. In the event of the death, removal or resignation of a Director, his/her successor shall be chosen by the remaining Directors and the successor shall serve for the unexpired time of his/her predecessor.

Section 4: No Director shall receive compensation for any service he may render to the Association. However, a Director may be reimbursed for expenses incurred on behalf of the Association.

Section 5: Any member of the Association may make a nomination for a candidate for Director at the annual meeting. Election shall be by secret ballot.

Article 4

Meetings of Directors

Section 1: A Directors' meeting may be called at any time. 2 Directors shall be considered a quorum. Any act approved by 2 of the 3 Directors shall be consider an Act of the Board.

Section 2: The Board of Directors shall keep a written record of their actions. Their powers shall consist of any act considered necessary to the proper care and maintenance of the Subdivision. The President of the Board shall preside at all Association meetings. Should the Board feel it necessary, the Secretary of the Board shall also serve as Treasurer and maintain the necessary Bank Accounts and Records for the functioning of the Association. All dues, assessments and income shall be shown on a statement of income and expenditures to be ready by each annual meeting where a copy shall be made available to each Member.

Article 5

Indemnification of Directors and Officers

The Association shall indemnify each Director against all loss or expense reasonably incurred by him or her in connection with any action involving the Association unless fraud, negligence or willful misconduct on the part of the Director is proven. All legitimate losses shall be considered an expense of the Association. The Directors are also authorized to purchase appropriate insurance to cover and all matters that they consider necessary for the Association and any properties held by the Association.

Article 6

Amendments

Section 1: These Bylaws may be amended by special meeting announced to all members and attended by at least 51% of the Members. At the meeting, said Amendment(s) must be approved by 75% of those Members attending.

Article 7

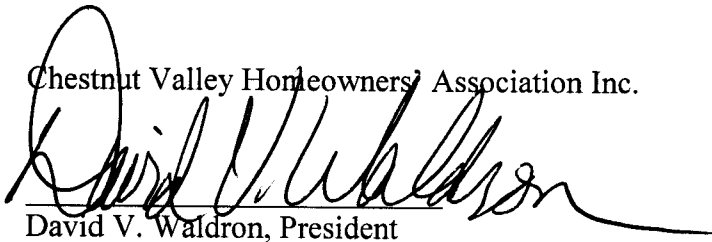
Miscellaneous

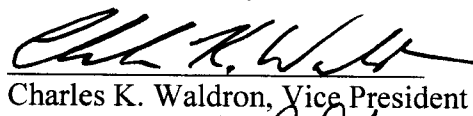
The fiscal year of the Association shall begin on January 1st and end on December 31st of each year.

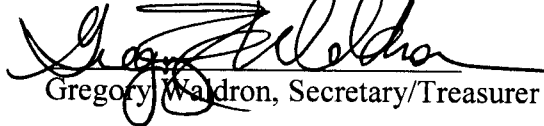
These Bylaws were approved by the initial meeting of the Board of Directors of the Homeowners' Association on February 20, 2009 and the Board of Directors having the power to do so instructed the undersigned as President of the Board of the Homeowners' Association to sign said Bylaws on behalf of the Board of Directors.

IN WITNESS WHEREOF, the President, Vice-President and Secretary/Treasurer of Chestnut Valley Homeowners' Association Inc. have hereunto set their hands, this the 20th day of February, 2009.

Chestnut Valley Homeowners' Association Inc.


David V. Waldron, President


Charles K. Waldron, Vice President

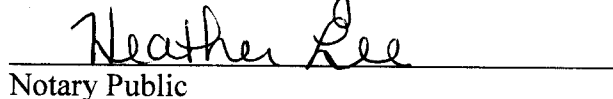

Gregory Waldron, Secretary/Treasurer

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 585089
Rec'd: 25.00 Instrument #: 1610745
State: 0.00
Clerk: 0.00
EDP: 2.00 Recorded
Total: 27.00 3/16/2009 at 10:27 AM
in
Record Book 904 Pgs 2937-2941

State of Tennessee
County of Rutherford

Before me, the undersigned, a Notary Public in and for said County and State, David V. Waldron, Charles K. Waldron, and Gregory Waldron, to me know, who acknowledged themselves to be Directors and President, Vice President and Secretary/Treasurer respectively of the Chestnut Valley Homeowners' Association Inc. and that they in their official capacities executed the foregoing By-Laws for the purposes contained therein, by signing the name of the Corporation in their official capacities.

WITNESS MY HAND and official seal at Murfreesboro, Tennessee on this the 20th
day of February, 2009.


Notary Public

My Commission Expires: 8-16-09

Return To:
Prepared by: Jack Case Wilson, Attorney
PO Box 3451
Brentwood, TN 37024

