

**BYLAWS FOR THE ADMINISTRATION OF
SECTION II NORTH SIDE ESTATES HOMEOWNERS' ASSOCIATION, INC.
A Tennessee Non-Profit Corporation**

The name of this non-profit corporation shall be Section II North Side Estates Homeowners' Association, Inc. (the "Association").

**ARTICLE I
PURPOSE AND PARTIES**

SECTION I

Purpose. The purpose of the Association is to administer on a nonprofit basis, and through a Board of Directors, Section II North Side Estates Subdivision (the "Property"); to elect the Board of Directors; to amend and supplement from time to time these Bylaws; and to do and perform any and all other things, matters, or acts required by or permitted by the owners or the Association under the Restrictive Covenants and Conditions Applying to the Section II North Side Estates Subdivision (the "Restrictions"). All definitions and terms contained in the Restrictions shall apply hereto and are incorporated herein by reference, and all terms capitalized herein and not defined herein shall have the same meaning as set forth in the Restrictions. Reference herein to "these Bylaws" shall have the same meaning as the "Bylaws" in the Restrictions.

SECTION II

Parties. All present and future owners, tenants, occupants or any other person who might use in any manner the facilities of the Property are subject to the provisions and any regulations set forth in these Bylaws. The mere acquisition, lease or rental of any Lot or the mere act of occupancy of any Lot will signify that these Bylaws are accepted, approved, ratified and will be complied with by such person or persons.

**ARTICLE II
MEMBERSHIP AND VOTING**

SECTION I

Membership and Voting. The qualifications for membership in the Association along with the appurtenant voting rights and other privileges due owners shall be as set forth in the Restrictions. Each owner (whether one or more persons or entities) of a Lot shall, upon and by virtue of becoming an owner, automatically become a member of the Association (hereinafter referred to individually as a "Member" and collectively as the "Members").

SECTION II

Majority of Members. Except as otherwise provided in the Restrictions, any action to be taken by the Association shall require the assent of a majority of Members. As used in the Bylaws, the term "majority of Members" shall mean those Members holding greater than fifty percent (50%) of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present.

SECTION III

Quorum. A quorum at any meeting of the Association shall consist of persons entitled to cast at least ten percent (10%) of the votes entitled to be cast on a matter unless otherwise provided in the Restrictions or herein.

SECTION IV

Proxies. Votes may be cast in person or by proxy. No proxy shall be valid after eleven months from the date of its execution unless specifically provided in the proxy. All proxies must be filed with the Secretary of the Association before the appointed time of each meeting.

SECTION V

Cumulative Voting. No cumulative voting shall be permitted at any meeting of the Members.

SECTION VI

Order of Business. The order of business at all meetings of the Association shall be determined by the presiding officer at such meeting unless the Members present by majority vote at such meeting determine otherwise, in which case the Members shall fix the order of business.

ARTICLE III **ADMINISTRATION**

SECTION I

Association Responsibilities. The Members will constitute the Association, which will have the responsibility of administering the Property through the Board of Directors.

SECTION II

Place of Meeting. Meetings of the Association shall be held at a suitable place, convenient to the Members, as the Board of Directors may determine.

SECTION III

Annual Meetings. The annual meetings of the Association shall be held on or before one hundred twenty (120) days after the expiration of each fiscal year.

SECTION IV

Special Meetings. Special meetings of the Association may be called by the President, by the Board of Directors, or upon written request of the Members representing twenty-five percent (25%) of the votes in the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting.

SECTION V

Notice of Meetings. It shall be the duty of the Secretary of the Association to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place it is to be held, to each Member at the latest address shown for such Member on the records of the Association, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing of such a notice shall be considered notice served.

SECTION VI

Presiding Officer. The President shall preside over all Association meetings, and the Secretary shall take and keep the minutes and minute book of all Association meetings, wherein adopted resolutions shall be recorded and shall serve as Secretary at such meetings.

ARTICLE IV **BOARD OF DIRECTORS**

SECTION I

Number. The Board of Directors of the Association (the "Board") shall be comprised of at least three (3) directors but no more than five (5) directors. Developer shall retain the right to appoint and remove members of the Board until ninety (90) days after the termination of the Class B membership status of Developer or such date that Developer surrenders in writing the right to appoint and remove members of the Board. Thereafter, a meeting of the Association shall be called for the express purpose of electing a new Board. At such meeting, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years to fill each expiring term. In the event that the Membership elects to expand the Board to five (5) members, then the Membership shall elect two (2) directors for a term of one (1) year, two (2) directors for terms of two (2) years, and one (1) director for a term of three (3) years, and thereafter the Members shall elect the directors for a term of three (3) years to fill each expiring term.

SECTION II

Removal of Directors. Until the termination of the Class B Membership status of Developer, a director may only be removed by Developer. Thereafter, any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successors shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

SECTION III

Vacancies. Vacancies on the Board caused by any reason other than the removal of a director by a vote of the Association shall be filled by a vote of the remaining directors, and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

SECTION IV

Compensation. No director shall receive compensation for any services he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION V

Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

SECTION VI

Presiding Officer. The President of the Board of Directors shall preside at all meetings of the Board; the Secretary of the Board shall serve as Secretary of all meetings of the Board. In the absence of either, the Board shall designate one of their number to preside or to serve as Secretary as the case may be.

ARTICLE V **MEETINGS OF DIRECTORS**

SECTION I

Regular Meetings. Regular meetings of the Board shall be held without notice at such a place and hour and as often as may be fixed from time to time by a majority of the directors, but at least one (1) such meeting shall be held each calendar year.

SECTION II

Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any other director, after not less than three (3) days notice to each of the directors.

SECTION III

Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

SECTION IV

Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

The Board shall have the following powers and duties:

- a. To care for and preserve the Common Areas and Additional Maintenance Areas and to furnish and upkeep any desired personal property for use in the Common Areas upon the sole discretion of the Board;
- b. To engage the services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager;
- c. To obtain and pay for legal and accounting services;
- d. To obtain and pay for any materials, supplies, furniture, labor, services, maintenance, repairs, structural alteration, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of the Restrictions or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of the Restrictions;
- e. To execute all Declarations of ownership for tax assessment purposes with regard to any of the Common Areas owned by it;
- f. To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

- g. To fix the amount any assessment and/or maintenance charge as need may arise and any special assessment against each Lot as provided in the Restrictions, to send written notice of each assessment to every Owner subject thereto, and to thereafter collect such assessments;
- h. To establish and maintain reserve funds for Common Area and Additional Maintenance Area replacements and maintenance in accordance with such budgets as may be adopted from time to time by the Board;
- i. To enter into agreements or contracts with insurance companies, taxing authorities and the holders of first mortgage liens on the individual Lots with respect to (i) taxes (if any) on the Common Areas, and (ii) insurance coverage (if any) on Common Areas
- j. To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent owners, if the Board sees fit;
- k. To enter into contracts, maintain one or more bank accounts, and, generally, to have all the powers necessary or incidental to the operation and management of the Association;
- l. To protect or defend the Common Areas from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;
- m. To make reasonable rules and regulations regarding the use and operation of the Common Areas and the facilities thereon (and personal conduct of the members and their guests thereon), and to establish penalties for the infraction thereof;
- n. To make available to each owner within sixty (60) days after the end of each year an annual report;
- o. To adjust the amount, collect, and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;
- p. To enforce the provisions of the Restrictions and any rules made hereunder and to enjoin and seek damages and impose and collect fines from any owner for violation of such provisions or rules in accordance with the terms of the Restrictions;
- q. To appoint committees as deemed necessary or desirable for the handling of certain specific functions of the Association;
- r. To establish, disburse and maintain such bank accounts and petty cash funds as necessary for effectively carrying on the business of the Association; and
- s. To exercise and fulfill all other powers and duties granted or assigned to the Association and/or the Board pursuant to the Restrictions.

ARTICLE VII

OFFICERS AND THEIR DUTIES

SECTION I

Enumeration of Officers. The officers of the Association, who shall be elected by and who shall be members of the Board, shall be a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

SECTION II

Election of Officers. The election of officers shall take place within thirty (30) days following each annual meeting of the members at a meeting of the Board.

SECTION III

Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION IV

Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION V

Resignation and Removal. Any officer may be removed from office without cause by a majority vote of the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of 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.

SECTION VI

Multiple Offices. A person may simultaneously hold more than one office except that no person may simultaneously hold the offices of President and Treasurer.

SECTION VII

Duties. The duties of the officers are as follows:

- a. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board and of the Association. He shall have all of the general powers and duties which are usually vested in the office of president of a non-profit corporation.
- b. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses and shall perform such other duties as required by the Board.
- c. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the

Board; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be registered to the membership at its annual meeting and deliver a copy of each to the Members.

ARTICLE VIII **ASSESSMENTS**

SECTION I

Special Definitions. As used in these Bylaws, the following terms shall have the following meanings:

- a. "Annual Assessment" shall mean an annual assessment made by the Board in accordance with the terms of the Restrictions.
- b. "Special Assessment" shall mean a special assessment for capital improvements, if any.
- c. "Payment Date(s)" shall mean the dates set for payment of any assessment by the Board of Directors.

SECTION II

Payment of Annual and Special Assessments. Annual Assessments and Special Assessments, if any, shall be payable with respect to each Lot as follows:

- a. Assessments shall be payable in advance on the Payment Date(s) specified.
- b. If title to a Lot is transferred during a calendar year, the amount of the Assessments for that Calendar year shall not, in so far as the Association is concerned, be prorated, and the Lot Owner on the Payment Date as specified by the Board of Directors for Payment shall be liable for Assessments for the calendar year in which such date falls.
- c. No member shall be entitled to a refund of any Assessment (Annual or Special) upon the sale of a Lot.

SECTION III

Collection. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. Any assessment not paid within thirty (30) days after the due date thereof shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum rate permitted pursuant to applicable law. The Association may bring an action at law against the Lot Owner personally

obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Open Area or abandonment of his Lot.

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by law, the Association shall indemnify every director or officer, and his or her heirs, executors and administrators, against any and all loss, cost and expense, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as expenses payable from assessments; provided, however, that nothing contained in the Article shall be deemed to obligate the Association to indemnify any Member, who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Restrictions as an Owner covered thereby.

ARTICLE X

FISCAL YEAR AND BOOKS AND RECORDS

SECTION I

Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise fixed by resolution of the Board.

SECTION II

Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Restrictions, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
AMENDMENTS AND CONFLICTS

SECTION I

Amendments. Until the termination of the Class B membership status of Developer, these Bylaws may only be amended by Developer; thereafter, these Bylaws may only be amended by the written consent of a majority of the members of the Board; provided, however, that no amendment shall be effective if it conflicts with the provisions of the Restrictions.

SECTION II

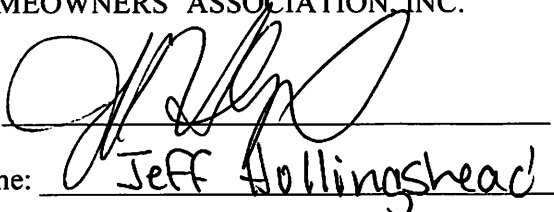
Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Restrictions, the Articles of Incorporation or these Bylaws, the Restrictions shall control.

APPROVED BY SECTION II NORTH SIDE ESTATES
HOMEOWNERS' ASSOCIATION, INC.

By: _____

Name: _____

Title: _____


Jeff Hollingshead
CEO