

BY-LAWS OF THE OAKLEIGH HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

- A. **NAME AND LOCATION.** The name of the corporation is OAKLEIGH HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "HOA". The principle office of the corporation shall be located at 2146 North Thompson Lane, Suite B, Murfreesboro, TN 37129, but meeting of the HOA may be held at such places within the State of Tennessee, County of Rutherford, as may be designated by the HOA Board.
- B. **Purpose.** The purpose of these By-Laws is to provide for the self-governance of the HOA, by establishing procedures by which the Members of the HOA will have the authority to control and direct the affairs of the HOA through an elected Board of Directors (hereinafter referred to as the HOA Board), who will be held accountable to the membership in accordance with these By-Laws.

ARTICLE II

DEFINITIONS

1. "HOA" shall mean and refer to OAKLEIGH HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Property" shall mean and refer to that certain real property described in the Restrictive Covenants and Conditions applying to the subdivision named Oakleigh as recorded in the Register's Office of Rutherford County Tennessee, and such additions thereto as may hereafter be brought within the jurisdiction of the HOA.
4. "Member" shall mean and refer to those persons or entities entitled to membership in the HOA as provided by the Restrictive Covenants and Conditions governing the HOA as recorded in the Register's Office of Rutherford County, Tennessee.
5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas and dedicated streets.
6. "Common Areas" shall mean and refer to all real property (including the improvements thereto) owned by the HOA for the common use and enjoyment of the Members.

ARTICLE III

MEETINGS OF THE HOA

1. **Annual Meetings.** An annual meeting of the HOA shall take place each year within fourteen (14) days of the beginning of the fiscal year, January 1st, the exact date and time of which shall be decided by the standing HOA Board at the time.
2. **Special Meetings.** Special meetings of the HOA may be called at any time by the HOA Board, or upon written request of the at least twenty-five (25%) percent of the total membership of the HOA.
3. **Notice of meetings.** Written notice of the annual meeting of the HOA shall be given to each Member of the HOA either by hand-delivery to the Member's residence, mailing notice to the

Member's address of record, and/or electronic mail at least fourteen (14) days prior to the scheduled meeting, and such notice shall specify the place, date, and time of the meeting. Further, a sign will be placed at the entrance to the subdivision, in the Common Area, at least seven (7) days prior to the scheduled meeting, and shall also specify the place, date, and time of the meeting. Notice of special meetings shall be given by the same means, at least seven (7) days prior to the scheduled meeting, and will include a description of the general purpose of the meeting.

4. Quorum. The presence at a meeting of the HOA of ten (10%) percent of the total votes of the current HOA membership, either in personal presence or duly authorized proxy form, shall constitute a quorum for any action, except as otherwise provided for in the Restrictive Covenants and Condition or these By-Laws. If such a quorum shall not be present, or represented, the meeting will be adjourned and rescheduled until a quorum as aforesaid shall be present, or represented.
5. Proxies. At all meetings of the HOA, each member may vote in person or by proxy. All proxies shall be in writing and shall be specific for the meeting, and action, for which the vote is being caused. The proxy shall be filed with the HOA Board prior to or at the time of the meeting. All such proxies are revocable prior to and during the meeting by the represented Member, and shall automatically cease to be valid at the adjournment of the meeting for which they were submitted. In the event that a meeting is adjourned and rescheduled as outlined in Section 4 above, the proxy will remain valid and in force.

ARTICLE IV

HOA BOARD.

1. Number. The affairs of the HOA shall be managed by a Board of three (3) elected Members; a President, and two Board members at-large. These individuals are required to be members in good standing of the HOA.
2. Term of Office. The Board Members will be elected for three (3) year terms. Following their term, a Board Member may be re-elected by the HOA Members without limitation on the number of consecutive terms served.
3. Removal. Any Board Member may be removed from the HOA Board, with or without cause, by a majority vote (51%) of the current HOA membership. The vacancy shall be filled by appointment of a temporary Board Member by the remaining Board Members.
4. Resignation. Any Board Member may resign from the HOA board at any time with resignation effective immediately. The vacancy shall be filled by appointment of a temporary Board Member by the remaining Board Members.
5. In the event of death, resignation or removal of a Board Member, his/her successor shall serve until the next subsequent annual HOA meeting, when the Members shall vote to continue that Board Member's term or elect another Board Member in his/her stead, as outlined in Article III, Section 4.
6. Compensation. No Board Member shall receive compensation for any service that he/she may render to the HOA. However, any Board Member may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.
7. Action Taken Without a Meeting. The HOA Board shall have the right to take action in the absence of a meeting by approval of the majority of the Board Members.

ARTICLE V

NOMINATION AND ELECTION OF HOA BOARD

1. **Nomination.** Nomination for election to the HOA Board Members can be made by any Member of the HOA, either by self-nomination or by another Member, with expressed approval of the nominee, in the month prior to the annual HOA meeting, by written statement to any standing Board Member. Nominations will also be taken from the floor at the annual HOA meeting.
2. **Election.** Election of the HOA Board Members shall take place at the annual HOA meeting, and shall be by simple show of hands, unless a request is made for a secret written ballot by any of the nominees for election or any voting member present at the meeting. Each Member present or through their valid designated proxy may cast, in respect to each vacant position, as many votes as they are entitled to exercise under the provisions of the Restrictive Covenants and Conditions. The nominee receiving the largest number of votes shall be elected.

ARTICLE VI

MEETING OF HOA BOARD

1. **Regular meetings.** Regular meetings of the HOA Board shall be held as may be fixed from time to time by resolution of the standing HOA Board.
2. **Special meetings.** Special meetings of the HOA Board shall be held when called by the President of the HOA Board, or by any two HOA Board members, after not less than seven (7) days' notice to each HOA Board member, or by written request of twenty-five (25%) percent of the Members entitled to vote and presented to the President of the HOA Board, in which case the meeting will be scheduled within seven (7) days from receipt of that request.
3. **Quorum.** A majority of the number of Board Members shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Board Members present at a duly held meeting at which a quorum is present shall be regarded as an act of the HOA Board.

ARTICLE VII

POWERS AND DUTIES OF THE HOA BOARD

1. **Powers.** The HOA Board shall have the power to:
 - A. suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the HOA;
 - B. exercise, for the HOA, all powers, duties and authority vested in or delegated to the HOA, and not reserved to the Members by other provisions of these By-Laws, the Articles of Incorporation, or the Restrictive Covenants and Conditions;
 - C. declare the office of a Member of the HOA Board to be vacant in the event that such Member shall be absent from three (3) consecutive regular meetings of the HOA Board;
 - D. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
2. **Duties.** It shall be the duty of the HOA Board to:
 - A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the HOA, or at any special

- meeting when such statement is requested in writing by twenty-five (25%) percent of the Members entitled to vote;
- B. Supervise all officers, agents and employees of the HOA, and to see that their duties are properly performed;
 - C. As more fully provided in the Restrictive Covenants and Conditions to:
 - 1. Fix the amount of the annual assessment to every Member subject thereto at least thirty (30) days in advance of each annual HOA meeting;
 - 2. Send written notice of the annual assessment to each Member subject thereto at least thirty (30) days in advance of each annual HOA meeting;
 - 3. Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Member obligated to pay the same;
 - D. Issue, or cause an appropriate agent to issue, upon demand by any Member, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the HOA Board for the issuance of such a certificate. If such a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - E. Shall procure and maintain adequate liability and hazard insurance of the Property owned by the HOA, as well as the members of the HOA Board;
 - F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
 - G. Cause the Common Areas to be maintained;
 - H. Oversee Architectural Review Process. The HOA Board will appoint an Architectural Review Committee (ARC) which will consist of the President of the Board and such members as appointed by the HOA Board. Membership in the HOA will not be a prerequisite for appointment to the ARC. The ARC must complete its review of any submission to the committee by a Member as outlined in the Restrictive Covenants and Conditions. The ARC will then present its recommendations to the HOA Board for final approval or disapproval. Any member of the ARC may be removed from the committee, with or without cause, by the HOA Board. Any member of the ARC may resign from the committee at any time, with or without cause, effective immediately upon notification to the HOA Board.
 - I. Establishment of Special Committees/Appointments. The HOA Board may establish such other committees, and appoint membership to such committees, as the affairs of the HOA may require, examples of which may include, but are not limited to, a Social Committee/a Welcoming Committee/etc. Such committees shall remain for such period, have such authority, and perform such duties as the HOA Board may, from time to time, determine. Any member of such committee may be removed from the committee, with or without cause, by the HOA Board. Any member may resign from the committee at any time, with or without cause, effective immediately upon notification to the HOA Board.

ARTICLE VIII

BOOKS AND RECORDS

The books, records and papers of the HOA shall at all times, during reasonable business hours, be subject to inspection by any Member. Each owner will receive a print copy of The Restrictive Covenants and Conditions and the By-Laws. Additionally The Restrictive Covenants and Conditions, Articles of

Incorporation, and By-Laws of the HOA shall be available for inspection by any Member at the principle office of the HOA, where copies may be purchased at a reasonable cost.

ARTICLE IX

ASSESSMENTS

As more fully provided in the Restrictive Covenants and Conditions, each Member is obligated to pay the HOA annual and special assessments, which are secured by a continuing lien upon the Lot against which the assessments are made. Any assessments which are not paid when due shall be considered delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear the highest legal interest allowable by Tennessee State law from the date of delinquency, and the HOA may bring an action at law against the Member obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided herein by abandonment of his/her Lot.

ARTICLE X

CORPORATE SEAL

THE HOA shall have no corporate seal.

ARTICLE XI

AMENDMENTS

1. These By-Laws may be amended by a vote of a majority (51%) of the Members of the HOA.
2. In the case of any conflict between these By-Laws and the Restrictive Covenants and Conditions, the Restrictive Covenants and Conditions shall control.

ARTICLE XII

The fiscal year of the HOA shall begin on the first (1st) day of January and end of the thirty-first (31st) day of December of every year.