

**BYLAWS
OF
WILLOW GREEN HOMEOWNERS ASSOCIATION, INC.**

I. Association and Purpose

The name of the Association shall be the Willow Green Homeowners Association, Inc. and the purpose of the Willow Green Homeowners Association, Inc. shall be the maintenance of the front gate, entrance way, median areas, and other common use areas of the subdivision, exclusive of the public street; and to carry out any acts or functions deemed necessary and proper to maintain, promote, or enhance the character, appeal and value of the subdivision in general.

II. Members

Each owner of a lot located in Willow Green Subdivision, Sections I, II or III, Plat Book 5, Page 299 and 306, Plat Book 6, at Page 6 and Plat Book 6, at Page 87, and future sections of the subdivision as developed shall be a member of the Association and shall be entitled to one vote per lot. If more than one person holds title to a particular tract, that group of persons shall be entitled to one vote per lot of land.

III. Meetings

There shall be an initial meeting of the members to adopt and approve these bylaws and by execution of these bylaws the members accept the bylaws as the rules governing the Association. Thereafter, there shall be a called annual meeting of the Association to occur sometime in January of each year to approve the budget for the year, to discuss action needed by the Association, if any, and to elect officers, if necessary.

IV. Officers and Board of Directors

The Officers of the Association shall be a President, Secretary and Treasurer. The Board of Directors will consist of the President, Secretary and Treasurer, ex-officio, and three other members of the Association. The President, Secretary, Treasurer and Board of Directors shall serve from year to year and shall continue in office unless a new President, Secretary, Treasurer or Director is chosen at the annual meeting of the members. The President shall be the Chief Executive Officer of the Association, subject to the direction of the Board of Directors or the general membership and shall perform any duties within the normal scope of that office. The Secretary shall keep the minutes of any proceeding of the Board, the general membership and shall maintain the books and records of the Association. The Treasurer shall be responsible for all financial matters of the Association, including all financial records, reports, checking accounts, and dues collection. The Board of Directors shall meet at anytime necessary throughout the year to discuss action which needs to be taken to accomplish the Association purposes and discuss any business and such meetings shall be called with ten (10) days written notice unless notice is waived by consent. These Officers shall be responsible after the close of each calendar year to submit to the members a report as to the condition of the Association, an account of the financial transactions for the previous calendar year and a budget for the upcoming year.

V. Maintenance and Assessments

Each owner of any lot within the subdivision agrees to pay the Association an annual pro-rata fee or assessment for the maintenance and operation of the common area defined above. These assessments together with interest, costs and reasonable attorney fees shall be a charge on each tract and shall be a continued lien upon the lot against which an assessment is made. Each assessment together with interest, costs and reasonable attorney fees shall be the personal obligation of the members who were lot owners at the time the assessment fell due, which obligation may be enforced by a suit to collect the same if necessary.

VI. Purpose of the Assessments

These assessments levied by the Association shall be used exclusively to provide for the improvement, maintenance, insurance and other related expenses to the common areas and other acts deemed proper to maintain, promote or enhance the character, appeal or value of the subdivision in general. The initial annual assessment made against each lot shall be \$150 for the calendar year 1995, and \$100 each calendar year thereafter. The annual assessment shall remain the same unless at the annual meeting of the members mentioned above an additional or different assessment is approved by majority of the people owning lots in the Subdivision. Votes can be made by proxy at the annual meeting; however, any action must be approved by an absolute majority of the total lot owners.

VII. Special Assessments

In addition to the annual assessments authorized above the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, emergency repair, or replacement of capital improvements upon the common areas. Provided such special assessment must be approved by two-thirds of the votes of the membership of the Association.

VIII. Notice of Assessments

There shall be a requirement that notice of proposed assessments, whether annual or special, be sent to each lot owner at least ten days prior to any meeting where assessments are approved.

IX. Effect of Non-Payment of Assessment

Any Assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten

percent (10%) per annum thereafter. The Association may bring an action at law against any person obligated to pay same or file a notice of assessment against the lot or tract in the Register's Office of Madison County, Tennessee. The lien of any assessment shall be subordinate and junior to any lien of a mortgage or deed of trust on any particular lot. However, a sale or transfer of a lot shall not affect the assessment lien rights, except for a foreclosure sale.

X. Amendments to bylaws

These bylaws may be amended at any regular or special meeting of the members by a vote of an absolute majority of the members who own lots in person or by proxy provided there has been written notice to all members that a proposed amendment is being considered, said notice being mailed at least ten (10) days prior to the meeting.

IX. Indemnification

Section 1. Liability of Directors, Officers and Members. No director, officer or member of the Association shall be personally liable to the Association, or its members, for monetary damages for breach of fiduciary duty as a director, officer, or member except that this provision shall not eliminate or limit the liability of a director for any breach of a director's duty of loyalty to the Association or for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of Tenn. Code Ann. § 48-18-304.

Section 2. Indemnity. The Association shall indemnify and hold harmless each of its directors, officers and members from and against all contractual and other liabilities to others arising out of contracts properly made by or other proper acts of such persons on behalf of the Association, or arising out of their status as directors, officers, or members, to the extent permissible and allowable under Tenn. Code Ann. § 48-58-501 through 509 and Tenn. Code Ann. § 48-58-601, and in accordance with the aforescribed statutes.

XII. Conflicts - Form of Association

These bylaws are set forth to comply with the requirements of the Tennessee Non-Profit Corporation Act, so designated at Tenn. Code Ann. § 48-58-101 et seq., now in existence and as same may be amended from time to time, to allow these bylaws to control in specific situations where such law allows. In case any provision herein shall be invalid as being impermissible under any provision within the aforementioned Act, or in case any of these bylaws conflict with a mandatory provision of said Act, the provisions of the Act shall control subject to the exceptions stated in the following paragraph.

These bylaws are designed for the Association whether it elects to incorporate or not under the Tennessee Non-Profit Corporation Act. In the event the Association elects not to incorporate the Association shall be bound by the bylaws as written, except the Association would not be formally incorporated under the Act and as a result not controlled by or subject to that act.

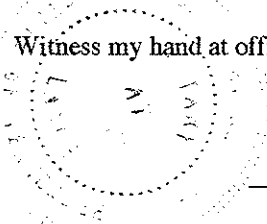
The foregoing bylaws as amended are duly adopted as the bylaws of the Association and are effective and binding on all lot owners present and future in the subdivision by virtue of a vote by an absolute majority of the lots in the subdivision, in accordance with Section X of these bylaws.

By: Charleyn S. Reviere
 Charleyn S. Reviere
 President, Willow Green Homeowners Association, Inc.

**STATE OF TENNESSEE
 COUNTY OF MADISON**

Personally appeared before me Charleyn S. Reviere, in her capacity as President of the Willow Green Homeowners Association, Inc., and who swore to and subscribed the within instrument in my presence and who acknowledged that she executed this instrument for the purposes therein contained.

Witness my hand at office this 25 day of February, 1996.



[Signature]
 Notary Public

My commission expires 2/18/97.