

Phyllis Lee Crisp, Register  
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This instrument was prepared by:  
Melanie E. Davis, Esq.  
Kizer & Black, Attorney, PLLC  
217 E. Broadway Avenue  
Maryville, Tennessee 37804

## SECOND AMENDED AND RESTATED BYLAWS

OF

## SWEET GRASS PROPERTY OWNERS ASSOCIATION, INC.

Sweet Grass Property Owners Association, Inc., a Tennessee non-profit mutual beneficial corporation, is pursuant to the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. §§ 48-51-101 et seq., and hereby adopts these Second Amended and Restated Bylaws, which restate, amend, and supersede all prior bylaws of the Corporation, as previously amended, in their entirety as described below. These Bylaws replace prior Bylaws of record in Record Book 2286, Page 407 in the Register of Deeds Office for Blount County, Tennessee.

### I. DEFINITIONS

#### Section 1. Definitions.

- (a) "Act" shall mean the Tennessee Nonprofit Corporation Act, codified at Tennessee Code Annotated Sections 48-51-101 et seq., as amended from time to time, and any corresponding provisions of any successor legislation.
- (b) "Association" shall mean and refer to Sweet Grass Property Owners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.
- (c) "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (d) "Bylaws" shall mean and refer to the Bylaws of the Association, which may be amended and/or restated from time to time.
- (e) "Charter" shall mean and refer to the Charter of the Association, which may be amended and/or restated from time to time.
- (f) "Common Area" being all of COMMON AREA of SWEET GRASS PLANTATION PHASE 1 AND 2, as shown on maps of record in Map File 2458A and Map File 2538B in the Register's Office for Blount County, Tennessee a amended.



(g) "**Declaration**" shall mean and refer to the Declaration of Restrictions for Sweet Grass Plantation, which may be amended and/or restated from time to time, and is applicable to the Properties of record in the Register's Office for Blount County, Tennessee, including all further easements, conditions, covenants or other restrictions applicable to Properties brought within the jurisdiction of the Association, and any restatements, modifications, or amendments thereto.

(h) "**Lot**" shall mean and refer to any plot of land or lot shown upon any recorded subdivision plat or map of the Properties with the exception of the Common Area. A Lot shall be considered one Lot, and therefore one vote, for voting purposes.

(i) "**Member**" shall mean and refer to those persons entitled to membership as provided in the Declaration.

(j) "**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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(k) "**Properties**" shall mean and refer to that certain real property subject to the Declaration and more particularly described in the respective deeds of the owners and such addition(s) thereto as may hereafter be brought within the jurisdiction of the Association.

## II. REGISTERED AGENT

The address of the Registered Office of the Association is 3326 Bridgewater Crossing, Maryville, Blount County, Tennessee 37804. The Association has designated and shall continue to have a registered agent in the State of Tennessee. If the registered agent resigns or is for any reason unable to perform his duties, the Association shall promptly designate another registered agent.

## III. NONPROFIT CORPORATION; PURPOSE

**Section 1. Nonprofit Corporation.** The Association is a nonprofit mutual benefit corporation.

**Section 2. Purpose.** The purpose of the Association is to run Association business affairs, manage its finances, maintain the Common Area, and enforce the Declaration through any and all lawful activities, including others not specifically stated herein but incidental to the stated goals and purposes.

**Section 3. Goal.** The goal of the Association is to ensure our community is a community of excellence, a community to be admired, and a community of value by adding structure for the common good.

## IV. MEMBERSHIP

**Section 1. Owners.** The Association shall have members. The Owner of each Lot within Sweet Grass Plantation shall be a Member of the Association and shall be entitled to all notices, information, and voting as set



forth herein. Notwithstanding the foregoing, the only governing body of the Association shall be those persons holding positions as the Association's duly elected and qualified Board of Directors.

**Section 2. One Vote per Lot.** Members shall have one vote per Lot for so long as Member is in good standing with the Association. When more than one person holds an interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

**Section 3. Rights.** Members in good standing shall have the right to run for and, if elected, serve as Board Members and officers of the Association.

## V. BOARD OF DIRECTORS

**Section 1.** The affairs of the Association shall be managed by its Board of Directors.

**Section 2. General Powers.** The Board of Directors shall have all the powers necessary or appropriate for the administration of the affairs of this Association and may do all such acts and things as are not prohibited by law, the Charter, the Declaration, or these Bylaws, including, as follows:

(a) The adoption and publication of rules and regulations governing use of Common Area, and the personal conduct of the Members and their guests thereon, and the establishment of penalties for the infraction thereof;

(b) Suspension of the voting or other rights relating to a Member's Lot(s) during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) To exercise all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of the Charter, these Bylaws, or the Declaration;

(d) To declare the office of a Director of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employment of a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe the duties of the same, and/or to enter into any contracts with any third parties for the providing of any and all services that the Board of Directors deems appropriate for the benefit of the Association; and

(f) To enforce the Declaration and these Bylaws.

**Section 3. Duties.** The duties of the Board of Directors shall include, as follows:

(a) Retention of a complete record of all of its acts and corporate affairs and reporting the same to the Members at the Members' Annual and Special Meeting, or at any special meeting when such statement is requested in writing by at least ten percent (10%) of the Members entitled to vote:



(b) Supervision of all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) Subject to the terms and conditions provided in the Declaration, to:

(1) *Prepare* and publish an Annual Association Budget for the year following the Annual Membership Meeting at least thirty (30) days in advance of the Annual Membership meeting;

(2) Fix and publish the amount of the Annual Association Dues Assessment against each Lot that supports the Annual Association Budget at least thirty (30) days in advance of the Annual Membership meeting, maintaining a sufficient "management reserve" determined necessary by the Board to cover potential unexpected but necessary events and repairs;

(3) Send written notice of the Annual Association Budget and Annual Association Dues Assessment to every Owner subject thereto at least thirty (30) days in advance of the Annual Membership Meeting;

(4) Record and/or foreclose the lien against any Lot(s) for which assessments are not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay the same; and

(5) Fix the amount of any Special Assessment against each Lot as may arise and provide notice of the same to the Owners.

(d) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(e) Cause the Common Area to be maintained.

**Section 4. Election.** The affairs of the Association shall be managed by a Board of five (5) Directors, all of whom must be Members in good standing of the Association. The Association shall indemnify each director from and against individual liability to the fullest extent allowed by law;

(a) Directors shall be elected annually by the Members at the Association Annual Meeting as provided for in these Bylaws for three (3) year terms, except that an appointment made to fill a vacancy created by the retirement, removal, or other withdrawal of a Director shall not exceed the term remaining of said Director so retired, removed, or otherwise withdrawn. The Board may act independently at any time to fill vacancies current on the Board.

(b) The Association shall have a Nominating Committee consisting of a Chairperson, who shall be a member of the Board of Directors, and one or more members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the



number of vacancies that are to be filled. Nominations can be taken from the floor at the annual meeting of the Members. All nominations may be made from among Members in good standing.

**Section 5. Removal of Directors.**

(a) The Members may remove a Director elected by the Members, with or without cause, at a meeting called for the purpose of removing the Director. Such meeting must have a quorum of 25% of the membership with the majority voting for removal. Notification of the pending meeting must be provided to the membership at large by any means no fewer than 10 days or no more than two months before the special meeting date. The meeting notice must state that the purpose or one (1) of the purposes of the meeting is removal of the Director.

(b) The Board of Directors may remove a Director appointed by the Board of Directors, with or without cause, at any meeting of the Board of Directors by a majority of vote of the remaining members of the Board of Directors.

(c) In the event of death, resignation, or removal of a Director, his/her successor shall be appointed by the remaining members of the Board of Directors and shall serve for the unexpired term of his/her predecessor.

**Section 6. Regular Board Meetings.** Regular meetings shall be held immediately following the annual meeting of the Members each calendar year and at such other times as determined by the Board of Directors.

**Section 7. Special Board Meetings.** Special meetings may be called by President or any Director.

**Section 8. Place of Meeting.** Meetings of the Board of Directors shall be held at such suitable place convenient to the Directors as may be designated by the Board of Directors.

**Section 9. Quorum.** A majority of serving Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws. Each Director shall be entitled to one (1) vote.

**Section 10. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting by obtaining the written approval of all Directors to the taking of action without a meeting. If all Directors consent to taking such action without a meeting, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting is the act of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**Section 11. Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties provided he produces sufficient receipts to justify his request.

**VI.**



## VII. OFFICERS

The Board of Directors shall serve as officers of the Association in positions as agreed to among the members of the Board for duration not to exceed their membership on the Board.

**Section 1. Officers.** The officers of the Association shall, as a minimum, consist of a President, a Vice-President, a Treasurer, and a Secretary. Each officer shall be a member of the Board of Directors.

**Section 2. Election and Term of Office.** The officers of the Association shall be elected by the Board Members within 30 days following the Annual Membership Meeting when newly elected Board Members join the Board. All Officers shall be elected to serve for one year, unless otherwise resigns or is removed. Officers may be elected to the same position in subsequent years.

**Section 3. Resignation and Removal.** Any officer may be removed from office with or without cause by a majority of the Board. Any officer may resign at any time by giving written notice to Board.

**Section 4. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

**Section 5. President.** The President shall serve as President of the Association and President of the Board and shall preside at all meetings of the Members and the Board of Directors. The President shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

**Section 6. Vice-President.** In the absence of the President or in the event of his or her inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

**Section 7. Secretary.** The Secretary shall perform the following duties:

(a) Attend all meetings of the Association Members and of the Board of Directors take minutes and record all the proceedings of the meetings of the Association and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for standing committees when required.

(b) Give or cause to be given notice to all Members of the Annual and Special meetings of the Association, as set forth herein, and shall perform such other duties as may be prescribed by the Board of Directors or the President.

(c) Keep appropriate current records containing a list of the Members of the Association together with their physical and electronic addresses and telephone numbers.

(d) Authenticate the records of the Association.



**Section 8. Treasurer.** The Treasurer shall have the custody of all Association funds and perform the following duties:

(a) Receive Association's funds and securities and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall keep full and accurate accounts of receipts in books belonging to the Association.

(b) Disburse funds of the Association as ordered or allowed by the Board of Directors, take proper vouchers for such disbursements and keep full and accurate accounts of disbursements in books belonging to the Association.

(c) Render to the Members (at annual meetings of Members) and the President and Board of Directors (at regular meetings of the Board of Directors or when the Board of Directors so requires), an account of all Association transactions and of the financial condition of the Association.

(d) File an annual report each year with the Tennessee Secretary of State together with the appropriate filing fee.

**Section 9. Compensation.** No Officer shall receive compensation for any service they may render to the Association. However, any Officer may be reimbursed for their actual expenses incurred in the performance of their duties provided they produce sufficient receipts to justify the expense.

## VIII. COMMITTEES

The Association shall have an Architectural Review Committee pursuant to the Declaration and a Nominating Committee as set forth in Article V, Section 4(b). The Association shall have such other committees as provided in the Declaration or these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

## IX. ASSOCIATION MEETINGS

**Section 1. Annual Membership Meeting.** The annual meetings of the Members shall be held in the fourth quarter of each calendar year at a time and location designated by the Board of Directors. If the meeting of the Members, as provided for in these Bylaws, shall not be held on the date designated for any annual meeting or at any adjournment thereof, the Members shall cause to be held a special meeting of the Members as soon thereafter as convenient.

**Section 2. Special Meetings.** Special Meetings of the Members may be called at any time by the President, by a majority of the Board of Directors, or upon written request of the Members in good standing who are entitled to vote ten percent (10%) of all the votes of the Lots.



**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by e-mail or by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than sixty (60) days before such meeting to each Member entitled to vote his/her/its Lot(s) at said meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice or in the absence of such information, the address(es) recorded with the office of the local tax assessor for the delivery of tax notices, which shall specify the place, day, and hour of the meeting, any matter or matters which must be approved by the Members, and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of Members in good standing entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of Lots shall constitute a quorum for any action except as otherwise provided in the Declaration or these Bylaws. In the event any such quorum shall not be present or represented at any meeting, then the Members entitled to vote Lots shall have power to adjourn the meeting from time to time, without notice other than announcement of the meeting, until a quorum as aforesaid shall be present or represented.

**Section 5. Proxies.** At all meetings of Members, each Member may vote his/her/its Lot(s) in person or by proxy. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting. Proxies shall be revocable at any time prior to 10 minutes before the vote. No proxy shall be valid following the meeting for which it was given unless otherwise provided in the proxy.

**Section 6. Votes Required for Action.** Except as otherwise provided herein or in the Declaration, all action of the Members shall require the affirmative vote of a majority of the votes (present or proxies) entitled to vote at a meeting at which a quorum is present.

**Section 7. Ballots.** Written Ballots shall be used for voting for Directors and voting for changes to the Association Declarations or Bylaws. Voting of business issues shall be determined by showing of hands.

**Section 8. Action without Meeting.** To the extent permitted herein and under applicable law, the Members may take any action that may be taken at any annual, regular, or special meeting of Members without a meeting if the Association delivers a ballot to every Member entitled to vote on the matter. Approval by written ballot is valid only when the number of votes cast by written ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

## X. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

The Treasurer shall have the custody of all Association funds.

**Section 1. Contracts.** The Board of Directors may authorize any officer to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

**Section 2. Checks, Drafts, Etc.** All checks, drafts or orders for the payment of money, notes or other



vidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instrument shall be signed by the President and either the Secretary or the Treasurer of the Association.

**Section 3. Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

**Section 4. Gifts.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## XI. RECORDS

### Section 1. Records.

- (a) The Association shall maintain the following records permanently:
- (1) Minutes of all meetings of Members and Board of Directors.
  - (2) A record of all actions taken by the Members or Directors without a meeting.
  - (3) A record of all actions taken by committees of the Board
  - (4) Appropriate accounting records.
  - (5) A record of members in a form that permits preparation of a list of names and addresses of all members in alphabetical order showing the number of votes each member is entitled to vote.
- (b) Further, the Association shall maintain the following records at its principal office:
- (1) Its Charter or Restated Charter and all amendments to it currently in effect
  - (2) Its Bylaws or Restated Bylaws and all amendments to them currently in effect
  - (3) All written communications to members generally within the past three years, including financial statements furnished for the past three years
  - (4) A list of names and business or home addresses of its current Directors and officers.
  - (5) its most recent annual report delivered to the Secretary of State.

**Section 2. Membership Rights.** Association Members shall have a right to inspect and copy, during regular business hours and at a reasonable location specified by the Association, any records listed above so long as the Member gives the Association written demand at least five days before the date on which the Member wants to inspect and copy the records.

## XII. FISCAL YEAR

The fiscal year of the Association shall be by calendar year.

## XIII. BONDING AND INDEMNITY

**Section 1. Fidelity Bonds.** If required by the Board of Directors, the Treasurer shall give the



Association a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his/her office and for the restoration to the Association, in case of his/her death, resignation, retirement, removal from office, of all books, papers, vouchers, money and other property of whatever kind in his/her possession or under his/her control belonging to the Association. The premium on such bonds shall be paid by the Association.

**Section 2. Indemnity.** The Association shall hold harmless and indemnify its Officers and Directors, whether or not then in office, and their respective executors, administrators, and heirs from and against any and all claims, demands, expenses (including attorneys' fees), judgments, fines, amounts paid in settlement, and any other costs with respect to any demand, threat, suit, or proceeding, whether civil or criminal, arising with respect to such person's previous, present, or future service as an Officer or Director of the Association to the maximum extent permitted by law.

**Section 3. Liability.** No Director of the Association shall be personally liable to the Association or its Members for monetary damages for any action taken, or any failure to take any action, as a Director, except liability for: (i) the amount of a financial benefit received by the Director to which the Director is not entitled; (ii) an intentional infliction of harm; (iii) a violation of Tenn. Code Ann. § 48-58-302 or any successor statute; or (iv) an intentional violation of criminal law.

#### XIV. ASSESSMENTS

**Section 1. Assessments.** As set forth more fully in the Declaration, the Owner of each Lot is obligated to pay to the Association via certified U.S. funds the annual Dues and Special Assessments which are secured by a continuing lien upon the Properties against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, then said assessment shall bear simple interest from the date of delinquency at the rate of ten percent (10%) per annum until paid in full, and the Association may: bring an action at law against the Owner personally obligated to pay the same, record a lien, and/or foreclose the lien against the property, and all interest, costs, expenses, and reasonable attorney's fees incurred by taking any such action shall be added to the amount of such assessment. Said remedies are not exclusive and any one or more may be exercised by the Association upon a delinquency. No Owner and/or Member may waive or otherwise become exempt from liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her/its Lot(s).

#### XV. AMENDMENTS TO BYLAWS

The Association in adopting these By-Laws expressly provides that these By-Laws may not be amended or repealed by the Board of Directors. The Members may amend these By-Laws by 2/3rds of the votes cast or a majority of the voting power, whichever is less.

#### XVI. MISCELLANEOUS

**Section 1. Notice to Members.** The approval of these Bylaws and the act of a Member becoming a



Member of the Association constitutes written consent by each of the Members and Directors to send and receive notices via electronic transmission.

**Section 2. Resolution of Conflict.** In the event of any conflict between the Charter and these Bylaws, the Charter shall control. In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Section 3. Pronouns.** Whenever used in these Bylaws, as necessary to effectuate the purposes herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

**Section 4. No Seal.** The Association shall have no corporate seal.

**CERTIFICATE**

I, Carey Sill, Secretary of Sweet Grass Property Owners Association, Inc., do hereby certify that the above and foregoing is a true and correct copy of these Bylaws adopted at a properly noticed meeting and duly held on the 31<sup>st</sup> day of March, 2019, by a vote of 40 for and 1 against.

Sweet Grass Property Owners Association, Inc., a  
Tennessee Nonprofit Corporation

BY: Carey Sill  
\_\_\_\_\_, Secretary

ATTEST:

Name: [Signature]  
\_\_\_\_\_, President



STATE OF TENNESSEE )  
COUNTY OF BLOUNT )

Walter Olson  
Carey Sill

Before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ with whom I am personally acquainted, and who, upon oath, acknowledged him/herself to be the Secretary of Sweetgrass Property Owners' Association, Inc., the within named bargainor, a corporation, and that he/she as such Secretary, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by him/herself as Secretary.

WITNESS my hand and official seal at office this 16 day of May, 2019.

My Commission Expires:

11/30/2020

  
\_\_\_\_\_  
Notary Public

