

Featherfoot Point Property Owners Association

Regina Tillman, Register
Decatur County Tennessee
Rec #: 2639 Instrument #: 25001471
Rec'd: 105.00 Recorded
State: 0.00 8/14/2025 at 8:02 AM
Clerk: 0.00 in Record Book
Other: 2.00 395
Total: 107.00 PGS 1482-1502

This instrument prepared by Featherfoot Point
Property Owners Association Board of Directors
299 Featherfoot Parkway
Parsons, Tennessee 38363
July 8, 2025

AMENDED AND RESTATED RESTRICTIVE COVENANTS OF FEATHERFOOT POINT SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS: That the Featherfoot Point Property Association, Inc., being authorized to change, alter, or amend the original restrictive covenants of record in Miscellaneous Book 21, page 549 and Miscellaneous Book 22, page 13 in the Register's Office of Decatur County, Tennessee, hereby amends the restrictive covenants affecting all lots of the Featherfoot Point subdivision in accordance with the vote of the property owners of Featherfoot Property Owners that took place at the Board of Directors meeting held on July 8, 2025, more particularly described as all lots shown on the recorded plats of the same in Plat Book 1, Pages 13-26 in the Register's Office of Decatur County, Tennessee as well as any common areas described in Deed Book 86, page 428 in the Register's Office of Decatur County, Tennessee collectively the ("Real Estate"). The Featherfoot Point Property Owners Association, Inc. desires to create and establish certain restrictions with respect to all the lots of Featherfoot Point Subdivision, and the use thereof, for the benefit and protection of the Property Owners Association as well as the current and prospective lot owners. Featherfoot Point Property Owners Association grants ingress and egress to all Featherfoot Point Property owners, their invited guest and all emergency personnel. Therefore, Featherfoot Point Property

Owners Association, Inc. does hereby impress upon Featherfoot Point Subdivision the following amended restrictive covenants, being covenants running with the land:

1. The Real Estate shall be used exclusively for residential purposes, and no more than one (1) single family dwelling may be erected or constructed on each lot. At no time can the property be rented to any non-owner. In addition, no more than one (1) detached structure or building shall be erected on each lot. In any case, no building of any kind shall be erected prior to the erection of a dwelling house and no accessory or temporary building shall be used or occupied as living quarters.

a.' No structure shall have tarpaper, roll brick siding, or similar material on the outside walls. No mobile, modular or manufactured homes shall be allowed. ~~and~~

3. Each house to be erected shall have not less than one five hundred (1500) square feet of heated living space, exclusive of porch areas, except where otherwise designated by Featherfoot Point Property Owners Association, Inc. or its authorized agents. No porch or projection of any building shall extend nearer than thirty (30) feet to any road, nor nearer than ten (10) feet to the property line of any abutting property owner, nor fifty (50) feet of and to the normal water line of any lake which may now or hereafter be located adjacent to said property. Setback restrictions heretofore set forth, shall be minimum setbacks, except in special cases where written permission from Featherfoot Point Property Owners Association, Inc. or its assigns is required. No exceptions or waivers shall be granted to allow any building to be erected nearer than five (5) feet to a property line or nearer than twenty (20) feet to a roadway.

4. All plans and specifications for any structure or improvement to be erected on or moved upon or to a lot and the proposed location thereof on the lot, the construction materials, the roof and exterior color schemes, as well as all remodeling, reconstruction, alterations, or additions thereto on such lot shall be subject to and required the approval in writing of Featherfoot Point Property Owners Association, Inc. or its duly authorized agent before any such work is commenced. Featherfoot Point Property Owners Association shall have the right to disapprove any plans, specifications, or details submitted to it in the event the same are not in accordance with all the provisions of these restrictions or the rules and regulations which may be promulgated by Featherfoot Point Property Owners Association, Inc., or when (1) the design or color scheme of the proposed building or other structures is not in harmony with the general surroundings or adjacent building and property, (2) the plans and specifications submitted are incomplete, or (3) Featherfoot Point Property Owners Association Inc., deems the plans, specifications or details or any part thereof to be contrary to the interest, welfare, or rights of any or all the Real Estate. The decision of Featherfoot Point Property Owners Association, Inc. shall be final. Neither Featherfoot Point Property Owners Association, Inc., nor

its agents shall be responsible for any structural deficiencies or any defect in plans and specifications submitted, revised, or approved in accordance with foregoing provisions.

No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to adjoining lot owners. No signs (whether temporary or permanent), except 911 numbers, lot numbers and home security signs, shall be displayed on any lot without the written permission of Featherfoot Point Property Owners Association, Inc., or its successors or assigns. For point of clarification, no "For Sale" signs will be allowed on any lot. For Sale signs must be posted at east gates for Featherfoot Point Subdivision. All lots shall be kept in a neat and tidy manner, and failure to do so will result in maintenance of said lot by Featherfoot Point Property Owners Association, Inc. or its successors or assigns and in which event a proper charge for the same will be assessed and collected to the lot owner who failed to maintain his or her lot in a proper manner, and such charge shall be due on demand.

5. No boat docks, floats or other structures extending into a lake or river shall be constructed or placed into or on said lake or river without prior written approval of Featherfoot Point Property Owners Association, Inc., or its successors or assigns.

6. Featherfoot Point Property Owners Association, Inc., or its successors and assigns reserves and declares an easement ten (10) feet wide around the perimeter of each lot for the purpose of locating, establishing, and maintaining any and all utilities which the Featherfoot Point Property Owners Association, Inc., or its successors and assigns may desire and deem necessary or desirable.

7. Lot owners must give written notice to Featherfoot Point Property Owners Association, Inc. (the Transfer Notice) of the lot owners' intent to transfer all or any interest in his lot, along with the terms of such proposed transfer, at least thirty (30) days prior to the expected transfer. Featherfoot Point Property Owners Association, Inc. shall then have a right of first refusal for thirty (30) days from the date it receives the Transfer Notice within which to purchase the owner's property according to the same terms described in Transfer Notice. If the Featherfoot Property Owners Association, Inc. does not acquire, the lot under its right of first refusal, and the owner completes the transfer the selling lot owner must notify Featherfoot Homeowners Association of the new owner's name, mailing address and telephone number within fifteen (15) days of the closing of the transaction. Written notices shall be mailed to Featherfoot Point Property Owners Association, Inc., 299 Featherfoot Parkway, Parsons, Tennessee 38363

8. Every lot owner of Featherfoot Point Subdivision is a member of Featherfoot Point Property Owners Association, Inc., provided the lot owner complies with the provisions of the By-Laws, covenants and maintains a "good standing" status in the Featherfoot Point Property

Owners Association. However, even if a lot owners does not comply with the By-Laws, covenants, or maintaining "good standing" status such lot owners still shall be subject to oversight by the Featherfoot Point Property Owners Association, Inc. as provided herein in these Amended and Restated Restrictive Covenants of Featherfoot Point Subdivision.

9. The Articles of Incorporation of Featherfoot Point Property Owners Association, Inc., authorize the corporation to act to enforce the restrictions, covenants, and conditions contained in each deed, the maintenance, preservations, and improvements of such lots, the keeping and maintaining of Featherfoot Point and every part thereof in a clean and sanitary condition, including the removal of weeds and rubbish from vacant property and streets, and the transaction of such other business as may be permitted by law. Each lot owner agrees to pay the Featherfoot Point Property Owners Association, Inc., dues or assessments for such purpose, the amount of which may be fixed by its By-Laws or lawful act of its Board of Directors.

10. It is understood and agreed that the Articles of Incorporation, By-Laws and covenants of such corporation shall provide that each lot owners in Featherfoot Point shall be entitled to one vote per lot owned at all elections and on other matter that may come before a meeting of the members. In order to be entitled to vote, a member must be in "good standing" with Featherfoot Point Property Owners Association, Inc. which requires the member to have paid all assessment and maintenance fees in full and abide by all by-laws and covenants.

11. These restrictions shall be covenants running with the land, and shall bind the lot owners, their heirs, executors, administrators, successors, and assigns. Featherfoot Property Owners Association, Inc. or any lot owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or to recover damages therefore, or both. If court action is required to enforce these covenants, then the court shall award reasonable costs and reasonable attorney's fees to Featherfoot Property Owners Association, Inc. or the lot owner who prevails in enforcing these covenants. 411 covenants and restrictions may be changed, altered, amended or revoked in whole or in part by the written consent of at least two-thirds (2/3rds) of lot owners or by action of Featherfoot Point Property Owners Association, Inc. at an annual meeting duly called for said purposes by a vote of at least a majority of the members thereof.

12. Any invalidation of any one or any portion of these covenants or restrictions shall in no way affect any other of the provisions or portions of the provisions thereof, which thereafter remain in full force and effect.

13. The lake, pond, boat dock, and boat ramp and other common areas are considered the collective property of all lot owners, and the Featherfoot Point Property Owners Association, Inc. shall be responsible for maintenance and upkeep of said property.

BK/PG: 298/670-674 15069812

5 PGS.-AL-RESTRICTIONS

GINA BATCH: 25126 01/072015 - 10:41 AM

VALUE 0.00

MORTGAGE TAX 0.00 TRANSFER TAX 0.00

RECORDING FEE 25.00

ARCHIVE FEE 0.00

DP FEE 2.00

REGISTERS FEE 0.00

TOTAL AMOUNT 27.00

STATE OF TENNESSEE, DECATUR COUNTY

DON DAVIS

REGISTER OF DEEDS

**AMENDED AND RESTATED BYLAWS
OF
FEATHERFOOT POINT PROPERTY OWNERS ASSOCIATION, INC**

Revised and Approved July 8, 2025

Article I – Name

The name of the Association shall be Featherfoot Point Owners Association, Inc. (FPPOA)

Article II – Offices

The principal office of the corporation shall be at 299 Featherfoot Parkway, Parsons, Tennessee, 38363, County of Decatur. The corporation may have such other offices as the Board of Directors may designate, or as the business of the corporation may from time to time require.

Article III – Purpose

The purpose of the Featherfoot Point Property Owners Association, Inc. includes, but is not limited to:

Preserving, maintaining, improving and enhancing the condition and appearance of lots and tracts of land, common areas, and grounds at Featherfoot Point, Decatur County, Tennessee;

To promote the betterment and improvement of the quality of the lots or tracts, and common area;

To promote communication, coordination and cooperation by and between the owners of lots;

To enforce all restrictions, covenants, and conditions contained within the pertinent deeds and bylaws;

The keeping and maintaining of FFPOA and every part thereof in a clean and sanitary condition, including the removal of weeds, hazards and rubbish from vacant property and streets, so far as it may legally act;

Control of all business of FPPOA.

Article IV -Members

4.1 Membership

The membership (shareholders) of the Corporation shall be owner(s) of lot(s) located at Featherfoot Point, Decatur County, Tennessee, which is approximately 3 miles southeast of Parsons, Tennessee located off county road McKenzie. Membership voting rights are subject to the requirement that members be in good standing, being current in any dues or assessments and in compliance with the bylaws and covenants. Each membership (share) constitutes ownership of one lot. Each member (lot owner) shall be entitled to one vote per share. In the case of joint ownership, either party may cast the vote allotted to that share.

4.2 Annual Meeting

The annual meeting of members shall be held on the second Saturday in September in each year, at the hour of 1:00 p.m., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. All members may attend the meeting, but only members in good standing as set forth in Paragraph 4.1 Article IV shall be recognized by the chair and allowed to participate in the business of the Association.

4.3 Special Meetings

Special meetings of members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by a majority vote of the Directors or by the President at the request in writing of a majority of all the members of the corporation entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the purpose or purposes stated in the call.

4.4 Place of Annual/Special Meetings

The Directors may designate any place, unless proscribed by statute, as the place of meeting for the annual meeting or for any special meeting called by the Directors. If no designation is made, or if a special meeting were otherwise called, the place of meeting shall be the principal office of the corporation.

4.5 Notice of Annual/Special Meetings

Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less the ten (10) nor more than sixty (60) days before the date of the meeting to each member of record entitled to vote at such meeting. Such notice shall be deemed to be delivered when deposited in the United States mail or an email is sent to the member at his/her address as it appears on the books of the corporation.

4.6 Quorum

At any meeting ten (10%) percent of the members of the corporation entitled to vote in person or by proxy shall constitute a quorum. If at any time less than a quorum is present at a meeting, a majority of the members present must adjourn the meeting.

4.7 Voting

Each member entitled to vote in accordance with the terms and provisions of the Charter of Incorporation and/or these Bylaws shall be entitled to one vote subject to the stipulations and requirements set forth in paragraph 4.1 of Article IV of these Bylaws, in person, or by proxy designated pursuant to the provisions of T.C.A. 4857-205. All elections for Directors shall be decided by plurality vote; all other questions put to vote shall be decided by majority vote, except as otherwise provided by these Bylaws, Charter of Incorporation or the laws of the State of Tennessee.

4.8 Manner of Acting

The rules contained in Robert's Rule of Order (Newly Revised) shall govern this organization in all cases to which they are applicable and in which they are not inconsistent with the Bylaws of this organization.

4.9 Order of Business

The order of business at all annual meetings of members shall be as follows:

1. Roll Call
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Reports of Officers
5. Reports of Committees
6. Election of Directors
7. Unfinished business
8. New business

4.10 Dues and/or Assessments

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 or have and approved payment plan shall be delinquent. A penalty shall be added after 30 (thirty) days of delinquency of eighteen percent (18%) of the delinquent amount. If not then paid, the Association may bring an action of law against the owner personally obligated to pay the same or foreclose the lien against the Property. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of

such assessment. A fee of \$25 shall be assessed for any returned checks. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common area or abandonment of his lot.

Article V – Board of Directors

5.1 Powers

The business and affairs of the corporation shall be managed by the Board of Directors. The Directors shall in all cases act as a Board. The Board of Directors shall have power to:

- a. enforce rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guest thereon and to establish penalties for the infraction thereof;
- b. enforce rules and regulations governed by the Covenants and Restrictions and by the Bylaws and to establish penalties for the infraction thereof;
- c. suspend the voting rights and right to use of the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association;
- d. exercise for the Association all powers, duties and authority vested in or delegated to this Association and reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or Declaration;
- e. contract an independent contractor as they deem necessary and to prescribe their duties.

5.2 Number, Tenure and Qualifications

The number of Directors of the corporation shall be at least seven (7) members. Each Director will be elected for a term of three (3) years. Each Director may be elected for two (2) consecutive terms before retiring from the board. Directors must be members in good standing. Eligibility to be elected a Director shall require minimum membership longevity of one (1) year.

5.3 Nomination and Election

Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating

Committee shall be appointed by the Board of Directors prior to the annual meeting of the members. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine; but not less than the number of vacancies that are to be filled. Election to the Board of Directors shall be made by secret ballot. The persons receiving the largest numbers of vote shall be elected.

5.4 Regular Meetings

A regular meeting of the Directors shall be held without any notice other than these Bylaws. The Directors may provide, by resolution, the time and place for the holding of additional regular meetings, without notice other than such resolution.

5.5 Special Meetings

Special meetings of the Directors may be called by or at the request of the President or by one-third of the Directors. The person or persons authorized to call special meetings of the Directors may fix the place for holding any special meeting of the Directors called by such person or persons.

5.6 Notice of Special Meetings

Notice of any special meeting shall be given at least three (3) days by written notice prior to the meeting and be delivered personally, by facsimile, email, or mailed to each Director at his or her address of record. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by facsimile, such notice shall be deemed to be delivered when the facsimile is actually transmitted. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5.7 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.

5.8 Manner of Acting

Meetings of the Board shall follow Roberts Rules of Order (revised edition), including in sequence the reading and approval of minutes from the previous meeting, reports from the officers, reports from committees, unfinished business, new business, announcements, and adjournment. Proposals to initiate action shall be stated in the form of a motion and must receive a second. Thereupon, discussion shall proceed

until the Board is ready for the vote. During discussion, motions may be amended by a majority vote before proceeding to a final vote on the main motion. Members present who wish to address the Board shall be recognized at the discretion of the Presiding Officer. Minutes of each meeting shall report the business conducted and which Board members were present and absent.

5.9 Director Vacancies

Vacancies occurring in the Board of Directors for any reason may be filled by a vote of a majority of a quorum of the Directors then in office. A Director elected to fill a vacancy caused by resignation, death or removal for cause shall be elected to hold office for the unexpired term of his or her predecessor.

5.10 Removal of Directors

Any or all of the Directors may be removed for cause by vote of the members or by action of the Board of Directors. Any Director or Officer who becomes a member not in good standing shall be removed by the Board of Directors.

5.11 Resignation

A Director may resign at any time by giving written notice to the President of the corporation. Unless otherwise specified in the notice, the resignation shall take effect when received by the President and the acceptance of the resignation shall not be necessary to make it effective.

5.12 Action Taken Without a Meeting

After attempting to notify all Directors, 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 approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

5.13 Executive and Other Committees

The Board of Directors, by resolution, may designate from among the membership in good standing an executive committee and other committee. Each committee shall consist of three or more members, with at least one member of the committee being a Director. The committee chairperson shall be a Director and make committee reports to the Board. Each such committee shall serve at the pleasure of the Board of Directors.

5.14 Compensation

No Director shall receive compensation for any service he/she may render to the Board of Directors. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Article VI – Officers

6.1 Number

The officers of the corporation shall be a President, Vice President, Secretary and a Treasurer each of whom shall be members of the Board of Directors and be elected by the Directors. Other officers as may be deemed necessary may be elected or appointed by the Directors.

6.2 Election and Term of Office

The officers of the corporation to be elected by the Directors shall be elected annually at the first meeting of the Directors held after each annual meeting of the members. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. No officer shall hold the same office for more than two (2) consecutive one year terms. An officer may only hold one office at a time. After vacating the office of President, Vice President, Secretary or Treasurer for a minimum of one year, a Director may again be elected President, Vice President, Secretary or Treasurer not to ever exceed two consecutive one year terms.

6.3 Removal

Any officer or agent elected or appointed by the Directors may be removed by the Directors whenever, in their judgement, the best interest of the corporation would be served thereby.

6.4 Vacancies

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

6.5 President

The President shall be the principle executive officer of the corporation and subject to the control of the Directors, shall in general, supervise and control all of the business and affairs of the corporation. He or she shall, when present, preside at all meetings of the members and of the Directors. He or she may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Directors any checks, contracts, or other instruments or documents which the Directors have authorized to be executed, except in cases where the signing and execution thereof

shall be expressly delegated by the Directors or by these Bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President, and such other duties as may be prescribed by the Directors from time to time.

6.6 Vice President

In the absence of the President or in the event of his or her death, 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 may sign checks if authorized by the Directors. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Directors.

6.7 Secretary

The secretary shall keep the minutes of the members, and of the Directors' meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required, be custodian of the corporation and keep a current register of the post office address of each member, and in general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned to him or her by the President or by the Directors. The Secretary may sign checks if authorized by the Directors.

6.8 Treasurer

The Treasurer, and/or authorized agent, shall have charge and custody of and be responsible for all funds of the corporation, receive and give receipts for moneys due and payable to the corporation from any source whatsoever. The Treasurer, and/or authorized agent, shall deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these Bylaws, and in general, perform all of the duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him or her by the President or by the Directors. The Treasurer, and/or authorized agent, may sign checks as authorized by the Directors.

Article VII – Contracts, Loans, Checks and Deposits

7.1 Contracts

The Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

7.2 Loans

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be insured in its name unless authorized by a resolution of the Directors. Such authority may be general or confined to specific instances.

7.3 Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Directors. Any check must be signed by at least two (2) officers, and/or authorized agent, who have been approved for check authorization. Any check for capital expenditure over the amount of \$2,000 (Two Thousand Dollars) must be pre-approved by the Board of Directors. Any expense other than regular, expected business expenses shall be approved by not less than two board members.

7.4 Deposits

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Directors may select.

Article VIII – Committees

8.1 Committees

All committees shall consist of minimum of three (3) members with at least one committee member being the Director. The chairperson will be appointed by the Board of Directors and shall be a Director. The chairperson will be responsible for making reports to the Board of Directors at meetings and general membership at the annual meeting. Anyone interested in becoming a committee member should notify the Board of Directors. Each committee shall serve at the pleasure of the Board of Directors making recommendations to the Board when action needs to be taken. Standing committees shall consist of Codes and Maintenance Committee, Nominating Committee and Financial Review Committee. The responsibilities of the committees are as follows.

A. Codes and Maintenance Committee

Review building plans submitted by members and making recommendations for approval or disapproval; make recommendations for improvements needed to roads or common areas; oversee the subletting of a contract for maintenance for the common area; and other tasks requested by the Directors.

B. Nominating Committee

Prepare a slate of members willing and able to serve as Directors if elected by the membership.

C. Financial Review Committee

Review all financial records of the Association for the current fiscal period and to make a report to the membership at the annual meeting; and propose a budget for the following fiscal year to the Board.

8.2 Ad Hoc Committees

The Board of Directors, by resolution, may designate from among the members, other committees if needed, each consisting of three or more members with at least one member of the committee being a Director. Each such committee shall serve at the pleasure of the Board of Directors.

Article IX – Fiscal Year

The fiscal year of the corporation shall begin on the first day of January in each year.

Article X – Seal

This corporation shall have no seal.

Article XI – Waiver of Notice

Unless otherwise provided by law, whenever any notice is required to be given to any member or Director of the corporation under the provisions of these Bylaws, a waiver thereof in writing, signed by the member entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article XII – Amendments

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a two-thirds vote of the members of the corporation present at any annual meeting of the members or at any special meeting of the members when the proposed amendment has been set out in the notice of such meeting.

Article XIII – Featherfoot Membership Rules and Regulations

Construction

No commercial logging which involves cutting trees for sale/compensation as timber or pulp.

Any construction must comply with the Restrictive Covenants of Featherfoot Point Property Owners Association, Incorporated. Only residential, owner occupied buildings are allowed. No apartment(s), duplex, condominium, mobile homes or homes built to resale or rent allowed. A survey and the completed Building Criteria Form must be submitted with building plans. All building plans for new construction, additions or renovation must be approved by the Board of Directors. All plans must be submitted to the Codes and Maintenance Committee to review. The plans shall include the floor plans, elevations front, rear and sides drawn to scale as well as a description of all exterior materials (roof material, siding or brick and paint colors). A detached structure or outbuilding such as a storage building, need the above information or pictures and/or brochures in lieu of architectural drawings in addition to the exact proposed location of the lot.

The committee will make recommendations to the Board for approval or disapproval. Written approval must be obtained prior to beginning construction. This includes any digging, excavation or placement of driveways.

Building plans are valid for one year after approval. The exterior is to be completed within one year.

For purposes of clarification, dog houses, children's playhouses, boat docks, boathouses, gazebos (with a maximum dimension of 15 feet) and freestanding swings are not considered a detached structure or building. Greenhouses, lawn maintenance equipment storage facilities, garages, carports, boat ports, RV ports and guest facilities are all considered a detached structure or building and must be approved using the Building Criteria Form. If you choose a metal structure for your carport or boat port, it cannot be larger than 24x24x10. Any other proposed detached structure or building not specifically addressed above, needs approval by the Board of Directors.

In no case can a building of any kind be erected prior to the erection of a dwelling house and no accessory or temporary building shall be used or occupied as living quarters. A variance may be requested for only one side of the lot. The lot owner adjacent to the requested variance should be notified of the request and have the opportunity to respond.

The lot owner who is building is responsible to keep construction site clean and safe and repair any damage created from construction equipment. A construction fence should be put down property line to protect adjacent lots from intrusion of construction if a variance is received. Lot owners can create no driveway or entrance onto McKenzie Road. These regulations are

supplementary to, and do not take the place of, relevant County and State Codes and Requirements.

Article XIV – Care and Use of Roads

- No equipment driven by metal tracks shall be unloaded or driven on the asphalt.
- Concrete trucks shall not “wash out” their trucks on any FFPPOA roadway or in any ditch (this will be strictly enforced).
- When installing driveway connections to roadways, culverts shall be installed in all locations where a drainage ditch presently exists.
- Culverts shall be a minimum 12” in diameter (smaller where existing ditch dictates and approved on an exception basis) and a minimum of 18’ in length.
- Exact location of driveway, exact diameter of culvert and culvert type shall be submitted to Codes and Maintenance Committee for approval prior to installation.
- During construction, all construction workers shall park on the lot where construction is taking place.
- Lot owners shall be responsible for any damage incurred by members of their immediate family or their guests. Contractors and sub-contractors are considered invited guest so lot owners are responsible to ensure that contractors and sub-contractors adhere to our rules and regulations. Lot owners are ultimately responsible for any damage caused or attributed to contractors and sub-contractors.

Article XV – Maintaining the Property

All lot owners are responsible for maintaining a litter free environment around their homes and on their property. All lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. No disabled, abandoned or offensive vehicles or boats shall be parked on a portion of the lots which allows them to be visible from the road. No repair of any vehicle or machinery shall take place on a lot when performed for a commercial purpose. No disabled vehicle or automobile shall be stored on any lot. No commercial type vehicle shall be stored or parked on any lot or parked on any common area except while engaged in delivery or transport from a residence. The maintenance of a litter free environment at all construction and demolition sites shall be the responsibility of the owners. All refuse shall be removed from the site frequently enough to preclude a litter problem.

No rubbish, trash or garbage or other waste material shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from public view. No lot owner may dump or store anything on another lot owner's lot without their permission.

These regulations are supplementary to, and do not take the place of, relevant County and State laws and requirements. Members remain responsible for observing all such laws and regulations.

Article XVI – Membership Uses of the Common Property

The common area is for the use of Featherfoot Point Property Owners, their immediate family and guests. A member of the immediate family must be on the premise for guests to use the common property. Lot owners shall be responsible for any damage incurred by members of their immediate family or their guests. Only members in good standing may use the common properties.

The speed limit on Featherfoot roads is 25 mph. The operation of all motor vehicles is the individual responsibility of the owner.

Use of the Featherfoot boat ramp or boat dock is at own risk. FFPOA is not responsible for any damages or injuries. Vehicles, boats or trailers using the boat ramp or boat dock shall not be parked on adjacent lots, the street or block access to the boat ramp. Swimming is discouraged at the boat ramp. Any swimming is at your own risk. No diving or jumping off the boat dock. Dock is for loading and unloading only.

Article XVII - Pets

No livestock or poultry of any kind shall be allowed on any lot. Household pets, such as dogs and cats, may be kept provided they are not bred or kept for any commercial purposes. All pets shall be vaccinated for rabies and shall be maintained under control of their owners. No pets are allowed to run loose. Pets should be leashed when leaving the pet owners lot so as not to cause nuisance to others, including noise pollution.

Article XVIII – Waterfront Restrictions

Seawalls must be approved by the Board of Directors and TVA. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of TVA and the Board of Directors.

Article XIX – Hunting

No hunting is allowed in Featherfoot Point. No portable or permanent hunting stands or duck blinds are allowed.

Article XX -Subdividing Lots

Lots are not to be subdivided without the approval of the Board of Directors. The only subdividing of lots allowed is if the adjoining lot owners wish to divide the lot between them (1/2 lot to each adjoining lot). The lot that is subdivided must be deeded to the adjoining lots. No lot that has been subdivided may be sold again as a partial lot. The subdivided lot is still responsible for payment of all dues and assessments with these costs being shared equally by the two lots owners that have subdivided it.

Article XXI – Fencing and Driveways

Before any fencing or driveways are installed a survey must be done and submitted to the Codes and Maintenance Committee and approved by the Board of Directors to avoid property line infringement issues. Driveway materials allowed are asphalt, concrete or pepplecrete. Driveways and fencing may be installed up against the property line as long as the property owner realizes the association still maintains a 5 feet easement along both sides of property lines as set forth in the Restrictive Covenants. No fencing shall be done in either barbed wire or electric fence. No fence shall be higher than 4 feet. The predominant material in the fence shall either be wood or PVC fence material. As outlined above, before any fencing material is installed, it must be submitted to the Codes and Maintenance Committee and approved by the Board of Directors.

[Remainder of Page Intentionally Blank.]

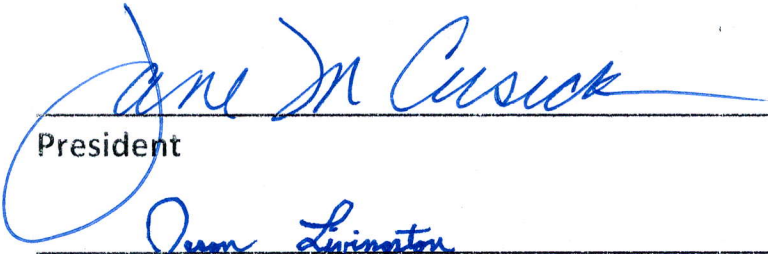
Featherfoot Point Property Owners Association

Certification of Association Covenants and Bylaws

On July 8, 2025, the property owners of the Featherfoot Point Property Owners association voted on proposed changes to the membership bylaws and covenants. These proposed bylaws and covenants were distributed to the membership per the criteria set forth in the bylaws.

Let it be known that the changes were passed by over two thirds of the ballots received. Thus, the attached bylaws, dated July 8, 2025, were approved.

As duly elected President of the association, this document will serve as the official certification of the vote.



President

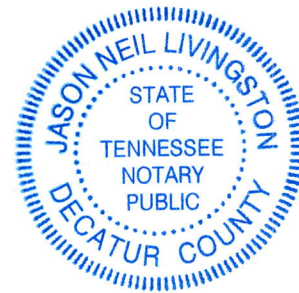


Notary Signature

4-7-26

Date Notary Expires

Recorded at the Decatur County Courthouse on 8/14/25



299 Featherfoot Parkway
Parsons, TN 38363