

**SEVENTH AMENDED AND RESTATED BYLAWS
OF BURTON HILLS VILLAGE OF FOXVIEW ASSOCIATION, INC.**

THIS SEVENTH AMENDED AND RESTATED BYLAWS OF BURTON HILLS VILLAGE OF FOXVIEW ASSOCIATION, INC. (the "Seventh A&R Bylaws") is entered into this the 21st day of June, 2022 on behalf of the members of the BURTON HILLS VILLAGE OF FOXVIEW ASSOCIATION, INC. (the "Association").

WHEREAS, pursuant to Section 6.1 of the Sixth Amended and Restated Bylaws of Burton Hills Village of Foxview Association, Inc. (the "Bylaws") and by the affirmative vote of a majority of the members of the Association, the members of the Association desire to amend said Bylaws as set forth herein; and

NOW THEREFORE, in consideration of the foregoing premises, the Bylaws are hereby amended and restated to be read, in their entirety, as follows:

These are the Seventh Amended and Restated Bylaws of Burton Hills Village of Foxview Association, Inc. (the "Association"), incorporated under the laws of the State of Tennessee on March 5, 1985, the Charter of which was filed in the office of the Secretary of State of Tennessee on March 5, 1985, and is of record in the Davidson County, Tennessee Register's Office in Book 6517, page 517. The Association has been organized for the purpose of administering the Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") for the residential properties in Burton Hills Village of Foxview, as amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Burton Hills Village of Foxview (the "A&R Declaration"; the Original Declaration together with the A&R Declaration may be collectively referred to as the "Declaration").

SECTION 1. MEETINGS

1.1 Annual Meeting. The annual meeting of the members shall be held during the month of January at a time designated by the Board of Directors.

1.2 Special Meetings. Special meetings of the members may be called (a) at any time by the Board of Directors or (b) by members. Said special meetings may be called by (a) a request from the Board of Directors, or (b) a petition signed by members holding an aggregate of twenty percent (20%) of the voting power of all members in the Association.

1.3 Place of Meetings. Meetings of the members shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors either within the Burton Hills Village of Foxview or as convenient thereto as possible and practical. At the discretion of the Board of Directors and subject to the same notice, quorum, proxy, voting, and all other requirements within the Declaration, Bylaws, and Tennessee Law, meetings of the Association may be conducted by virtual means, as long as the identity of each Member may be authenticated and the vote of each Member at such meeting can be verified as being cast by such Member during the meeting. If a meeting is conducted by virtual means, each Member whose identity can be verified and who can simultaneously hear and see the meeting is deemed to be present in person at the meeting.

1.4 Conduct of Meetings. All meetings of the members shall be conducted in accordance with Robert's Rules of Order.

1.5 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meetings of the members shall be delivered, either personally or by regular or electronic mail, to each member entitled to vote at such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

1.6 Waiver of Notice. The attendance of any member at any meeting of members without protesting the lack of proper notice shall constitute a waiver of such notice.

1.7 Quorum. Members holding twenty percent (20%) of the votes entitled to be cast on the matter to be voted upon represented in person or by proxy shall constitute a quorum at a meeting of members unless a greater number of members is required by the Declaration or Charter.

1.8 Method of Voting. All votes cast on any action taken at any meeting of the members shall be recorded by the Secretary of the Association upon a call vote.

1.9 Action without Meeting. Any action required or permitted to be taken at any meeting of the members entitled to vote may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members entitled to vote and such written consent is filed with the minutes of proceedings of the members entitled to vote.

SECTION 2. BOARD OF DIRECTORS

2.1 Number, Election and Eligibility. The affairs of the Association shall be managed by a Board of either three (3) or five (5) Directors. The Board of Directors shall be elected at the annual meeting by the members entitled to vote at a meeting called for that purpose. Only persons who are lot owners of the development known as Burton Hills Village of Foxview shall be eligible to serve as a Director.

2.2 Nomination of Directors. Nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event fewer than the number of positions to be filled. Nominations shall also be permitted from the floor.

2.3 Election and Term of Office. Notwithstanding any provision herein:

(a) The Directors shall be selected by vote of the membership. Each member shall be entitled to cast one (1) vote with respect to each vacancy to be filled. A majority of such open Board positions shall be elected for a term of two (2) years and the remainder shall be elected for a term of one (1) year. The Association shall vote for no more than three (3) Directors per calendar year.

(b) At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The Directors elected by the members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms. If a Board position is open due to the expiration of such member's term and such position cannot be filled because a quorum cannot be obtained pursuant to Section 2.7 to conduct a meeting in order to have an election after two (2) consecutive attempts to hold a meeting, then the Board

may appoint a member to fill such vacant position until an election can be held by the members at a meeting in which a quorum is present.

2.4 Vacancies. The office of a Director shall become vacant if the Director dies or resigns by writing signed by him and delivered to the Association. Any vacancy in the Board of Directors may be filled for the unexpired term by a vote of the majority of the remaining Directors though less than a majority of the whole Board.

2.5 Meetings. A regular meeting of the Board of Directors may be held prior to or following the annual meeting of the members. If at a special meeting of the members a Director of the Board is elected, a meeting of the Board of Directors shall be held immediately after. Special meetings of the Board of Directors may be called by the President or by any two Directors.

2.6 Notice/Waiver. Notice of the time and place of each meeting of Directors, except the regular meeting, shall be served upon or telephoned to each Director at least twenty-four hours prior to said meeting, or mailed to each Director at his or her address, as shown by the books of the Association, or sent by any electronic transmission to each Director at least forty-eight hours prior to the time of the meeting.

2.7 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration, Charter, or Bylaws. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Directors for the purpose of determining a quorum.

2.8 Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members of the Board of Directors and such written consent is filed with the minutes of proceedings of the Board of Directors.

2.9 Powers. The Board of Directors shall have the power to:

- (a) Exercise for the Association all powers, duties and authority vested in or delegated to the Association by law or the Declaration, unless the power, duty or authority is reserved for the membership by other provisions of the Bylaws, the Charter or the Declaration; and
- (b) Employ a manager, independent contractor or other employees as they deem necessary, and to prescribe their duties. No agreement for professional management shall exceed three years and must provide for termination by either party without notice and without payment of a termination fee on no more than ninety days written notice.

2.10 Duties. It shall be the duty of the Board of Directors to:

- (a) Fix the annual assessments at an amount sufficient to meet the obligations imposed by the Declaration but not in an amount which exceeds the limits set forth in the Declaration, set the date(s) assessments are due, and decide what late fee is to be applied to assessments which remain unpaid after the due date;
- (b) Provide for the collection of an amount as determined in the Board of Directors' discretion, but in any

event, shall not be greater than an amount that is equal to twice the annual assessment per lot owner at the time of the purchase of a lot in Burton Hills Village of Foxview pursuant to Article IV, Section 9 of the Declaration. The amount collected shall not be deemed the payment of the first two months' assessments but shall be considered a working capital fund for the Association;

(c) Send written notice of each assessment to every lot owner subject to assessment at least thirty days in advance of the due date of the annual assessment or First installment thereof;

(d) Furnish upon demand by any lot owner a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid, for which a reasonable charge may be made;

(e) Prepare an annual budget;

(f) Establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements to the common areas, to be maintained out of annual assessments;

(g) Manage, operate and maintain the common areas, open spaces, entranceways, streets, crosswalks, sidewalks, medians, storm drains, basins, recreational areas and facilities, if any, and mow the unenclosed lawns of each lot;

(h) Adopt and publish rules and regulations, including fees, if any, governing the use of the common area and facilities, and enforce these rules and regulations;

(i) Procure and maintain adequate liability and hazard insurance on property owned by the Association. The comprehensive general liability policy shall be in a single limit amount of not less than \$1,000,000.00 insuring against bodily injury or property damage. The property shall be insured for its full replacement cost. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. The policies shall provide for at least ten days' written notice to the Association before the insurer can cancel or substantially modify them. In addition to the other insurance required by this Section 2.10(i), the Board shall obtain, as a common expense, worker's compensation insurance, if reasonably available;

(j) Procure and maintain blanket fidelity bonds for any persons who either handle or are responsible for funds held or administered by the Association, whether or not those persons receive compensation for their services. The bonds shall name the Association as an obligee. The bonds shall be in an amount at least equal to the greater of (i) the maximum funds that will be in the custody of the Association or its management agent at any time or (ii) the sum of three months' assessments on all lots plus the Association's reserve funds. The bonds must provide for ten days' written notice to the Association before they can be cancelled or substantially modified;

(k) Make available for inspection, upon request and during normal business hours or under other reasonable circumstance, to any lot owner or to a holder, insurer or guarantor of a first mortgage or deed of trust on any lot current copies of the Declaration, these Bylaws, any rules and regulations, and the books, records, and financial statements of the Association; and

(l) Furnish, upon written request, to a holder, insurer, or guarantor of a first mortgage or deed of trust on any lot, the financial statement for the immediately preceding fiscal year.

SECTION 3. OFFICERS

3.1 Officers. The Association shall have a President, a Secretary and a Treasurer, all of whom shall be elected at the annual meeting by a quorum representation of homeowners. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority to perform the duties prescribed from time to time by the Board of Directors.

3.2 President. The President shall:

- a) Have general charge and authority over the business and affairs of the Association subject to the direction of the Board of Directors;
- b) Have authority to preside at all meetings of the members and of the Board of Directors, to sign and deliver any document on behalf of the Association;
- c) Have authority acting alone, except as otherwise directed by the Board of Directors, to sign and deliver any document on behalf of the Association;
- d) Serve as the Association's representative on the Board of Directors of the Burton Hills Homeowners Association, Inc., and Burton Hills Recreational Association, Inc.;
- e) Appoint a designee to serve on the Burton Hills Homeowners and Recreational Associations, Inc. in the event he/she is unable to serve; and
- f) Open bank accounts on behalf of the Association and designate the signatories required.

3.3 Secretary. The Secretary shall:

- a) Issue notice of all meetings for which notice is required to be given;
- b) Keep the minutes of all meetings and have charge of the Association record books; and
- c) Have such other duties and powers as the Board of Directors or the President may assign to him or her.

3.4 Treasurer. The Treasurer shall:

- a) Have custody of all funds and securities of the Association;
- b) Keep adequate and current accounts of the Association's fiscal affairs and transactions;
- c) Have such other duties and powers as the Board of Directors or the President may assign to him/her;
- d) Have the power to open bank accounts on behalf of the Association and designate the signatories required.

3.5 Other Officers. Other officers and agents of the Association shall have such authority to perform such duties for the management of the Association as the Board of Directors or the President may assign to them.

SECTION 4. ASSESSMENTS

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

- a) "Annual Assessment" shall mean the amount of the annual assessment levied on each lot from time to time by the Board of Directors.
- b) "Special Assessment" shall mean the special assessment for capital improvements.
- c) "Payment Date(s)" shall mean the date(s) set for payment of any assessment by the Board of Directors.

4.2 Payment of Annual Assessments. Annual Assessments shall be payable with respect to each lot as follows:

- a) Annual Assessments shall be payable in advance of the Payment Date(s).
- b) If title to a lot is transferred during a calendar year, the amount of the Annual Assessment for that calendar year shall be prorated, and the purchaser shall be liable for Assessments only for the portion of the calendar year beginning on the first day of the next month following the date on which title is transferred.
- c) No member shall be entitled to a refund of any Annual Assessment upon the sale of a lot.

4.3 Payment of Special Assessments / Increase of Annual Assessments. The Board of Directors, in its sole discretion, may (i) levy Special Assessments or (ii) increase Annual Assessments. Special Assessments shall be payable with respect to each lot containing a complete dwelling as follows:

- a) Special Assessment shall be payable within 30 days of the date of the special meeting at which the Special Assessment was levied.
- b) No member shall be entitled to a refund of any Special Assessment upon the sale of a lot.

SECTION 5. AMENDMENT

5.1 Amendment. The Bylaws of the Association may be amended from time to time by a majority of members.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the President of the Association, being authorized to do so, certifies that, as of the day and year first above written, this Seventh A&R Bylaws was approved by the requisite number of members in the Association.

Burton Hills Village of Foxview Association, Inc.,
a Tennessee nonprofit corporation

By: [Signature]
Marcus Williamson, President

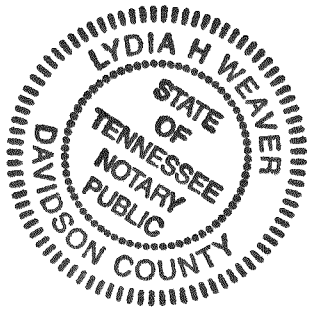
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, Lydia H Weaver, a Notary Public of said State and County, do hereby certify that ~~Marcus Williamson~~ personally appeared before me and acknowledged that he is the President of Burton Hills Village of Foxview Association, Inc., a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed in its name by him as its President for the purposes therein expressed.
*(Marcus Williamson)

Witness my hand and official stamp or seal, this the 9 day of June, 2023.

[Signature]
Notary Public

My Commission Expires: 7/6/24



(SEAL)

IN WITNESS WHEREOF, the Secretary of the Association, being authorized to do so, certifies that, as of the day and year first above written, this Seventh A&R Bylaws was approved by the requisite number of Members in the Association.

Burton Hills Village of Foxview Association, Inc.,
a Tennessee nonprofit corporation

By: [Signature]
Christopher Rowe, Secretary

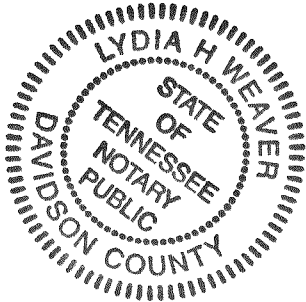
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

I, LYDIA H WEAVER, a Notary Public of said State and County, do hereby certify that Christopher Rowe personally appeared before me and acknowledged that he is the Secretary of Burton Hills Village of Foxview Association, Inc., a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed in its name by him as its Secretary for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 9 day of June, 2023.

[Signature]
Notary Public

My Commission Expires: 7/6/24



(SEAL)