

**BYLAWS OF
FOREST LAKES ASSOCIATION INCORPORATED**
Original 1962 - Amended 5/64. 5/68. 8/78.7/82. 5/96.7/97. 5/99. 6/06, 11/06 and 06/2023

ARTICLE I - NAME

The name of the Association shall be Forest Lakes Association Incorporated, with the mailing address of P.O. Box 280812 • Memphis, TN 38168, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Memphis, Tennessee. The meetings of members and directors may be held at such places within the State of Tennessee, County of Shelby, as may be designated by the Board of Directors.

ARTICLE II - PURPOSE

The purposes of this Association are as follows:

Section 1. To handle such matters affecting the property owners as can best be handled by joint action of the group.

Section 2. To assume those responsibilities and obligations concerning Lakemont Gardens. Lakewood Forest and Forest Lakes Subdivisions development which passes under the restrictions of record to the land in the Shelby County Tennessee Register's Office.

ARTICLE III - NON-PROFIT

This Association is not organized for profit seeking purposes and no officer or member shall receive monetary profit from any monies contributed to or paid or received by it.

ARTICLE IV - MEMBERSHIP

Section 1. All owners of lots and every person, being an individual, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, shall automatically be members and shall remain members with the obligations and responsibilities imposed by said Restrictions and with such additional obligations as shall be lawfully imposed by the Association.

ARTICLE V - NUMBER OF VOTES

Section 1. Each Association member present or represented by written proxy shall be entitled to one vote for each lot he/she owns and is assessed dues, fees and assessment for. Ownership shall be determined by the record in the Register's Office. In the case of joint ownership, each joint owner shall be entitled to his/her proportionate share of one vote. In the absence of one or more joint owners the joint owner or owners in attendance shall be entitled to cast one vote for their property.

Section 2. Each member must be current in his/her fees, dues, and assessments to be entitled to vote. Voting rights are based on one vote per Lot owned.

Section 3. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with the Secretary the name and office of the individual

who will represent such entity at any meeting of the Members and cast such entity's vote. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as Owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

ARTICLE VI - DUES AND ASSESSMENTS

Section 1. On and after August 1, 1982 all owners of lots, whether improved or unimproved, shall automatically be members of this Association and shall have the responsibility of maintaining his/her (the individual owner's) property and shoreline, in addition to the lakes and dams under the development Restrictions of Record.

Section 2. Each owner of any lot in the Association, whether such lot is developed or undeveloped, by acceptance of the Deed therefore, whether or not it shall be so expressed in such Deed, is obligated by the Restrictions of Record to pay the Trustees of Forest Lakes Homeowners Association, Inc. an annual assessment, hereinafter referenced as "DUES." The money collected shall be used by the Trustees and Board of Directors for policing, repairs, and maintenance of dams and lakes and for the upkeep of all common property, and any other expenses incurred by the Association, and nothing herein shall be construed so as to restrict or limit any authority or powers granted to the trustees elsewhere in the Constitution or Bylaws or in any applicable subdivision restriction of record. The annual fees, dues, or assessments shall be determined as follows:

The Trustees shall prepare the annual budget, obtain approval from the Board of Directors and submit it to the members for approval at the Annual Meeting. The amount approved shall be divided by the number of members, and this amount will be set as the annual assessment or dues for the following year.

Section 3. Annual assessments are due and payable on August 1st of each year. If not paid by October 15 of the same year they are considered delinquent and a late charge of five percent (5%) of the balance every month shall be added until the dues are fully paid.

Section 4. New property owners are deemed to owe the pro-rata share of the annual dues/assessments for the months remaining in the year of their purchase. The annual year is August 1 to July 31. The previous owner should be reimbursed by the new owner for any amount he/she may have already paid. New property owners may also be obligated to pay all unpaid assessments of the previous owners if a lien has been placed on the property prior to their purchase.

Section 5. A fee of fifteen dollars (\$15) for each boat to be used on the lakes, in addition to the annual dues/assessments, is required for the entire year in which the boat sticker is purchased.

Section 6. Each owner will be given thirty (30) days written notice stating the amount and basis of any assessment. If unpaid in full by the due date, such assessment shall be a lien on the property so assessed and shall be collected by proper action of law or proceeding in equity or by enforcement of such lien, including costs of collection and attorney fees. If an emergency occurs, or if the Board of Directors determines that additional funds are needed for any reason requiring an assessment over and above the annual dues, such assessment can only be made with the approval of a majority of homeowners present or represented by proxy at a specially called meeting.

Section 7. Should any lot owner fail to pay dues or assessments due to the Association and the Association deems it necessary to sue for the unpaid or overdue charged amount then such lot owner shall be liable for the full unpaid amount of the fees, dues or assessments, plus any late charges, costs or attorney fees and any other incidental costs that the Association may incur.

Section 8. Any member who is delinquent in dues or assessments shall forfeit their voting rights and all recreational privileges of the two lakes for themselves and guests, and such voting rights and privileges will not be restored until the delinquent amount is paid in full.

Section 9. Any assessments heretofore or hereafter made as to each lot shall be binding and constitute an obligation as to the owner of the lot when the assessment is made and also any subsequent purchasers of such lot until the assessments, dues, fees, costs of collection and attorney fees to such lot is paid.

ARTICLE VII - MEETINGS AND NOTICES OF MEETINGS

Section 1. The annual meeting of this Association shall be held in May.

Section 2. Dates for all meetings shall be set by the Board of Directors. In addition to the Annual meeting there shall be at least one other meeting at such time during the year as the Board of Directors shall determine.

Section 3. In the event a Special Meeting is necessary for the purpose of conducting business of a special, one-time nature, or for some emergency reason, such meeting may be called by the President or if called by the members, written request of ten (10) members is required. Such request should be present to the President and Board of Directors ten (10) days in advance of the meeting.

Section 4. Notice of all meetings shall be sent out, in writing, at least five (5) days in advance of the meeting

Section 5. Meetings of the Board of Directors shall be called by the President. There shall be at least four (4) such meetings per year and the dates may be set beforehand or notice given by phone, text, email or in person at least three (3) days in advance of each meeting.

ARTICLE VII - QUORUM

Section 1. The quorum for all meetings of the Association shall be twenty five percent (25%) of the total eligible membership of the Association. They may be present for voting or represented by written proxy.

Section 2. The quorum for meetings of the Board of Directors shall be no less than five voting members of the board.

Section 3. The quorum for meetings of the Board of Directors shall be no less than five members of the board.

ARTICLE IX - OFFICERS AND TERM OF OFFICE

Section 1. The officers of this Association shall be President, Vice President, Secretary, Financial Secretary and Treasurer.

Section 2. The term of all officers shall be two (2) years and they shall remain in office until their successors are elected or appointed. No officer shall serve more than two consecutive terms (four consecutive years) in the same office. If there are no nominations, the officer shall remain in office. Trustees shall be elected each year and there is no limit on the number of consecutive years they may serve. In the event a vacancy shall occur for any reason (prolonged illness, leaving the area, resignation, etc) the Board of Directors shall fill the vacancy until the next election. If any Director misses three (3) or more consecutive Board meetings which have officially been convened, that Director forfeits his/her right to remain on the Board, and the remaining Board members may declare the position of that Director vacant, by majority vote. The remaining Directors may then choose a successor by election among them to serve out the unexpired term of the Director who forfeited his/her position on the Board for failure to regularly attend Board meetings.

Section 3. The President and Secretaries shall be elected in the odd numbered years and the Vice President and Treasurer shall be elected in the even numbered years.

Section 4. Only those members who are current in their obligations may hold an office. Obligations includes dues, fees and assessments.

ARTICLE X - DUTIES OF OFFICERS

Section 1. The President shall preside at all meetings and shall be ex-officio chairman of the Board of Directors. He/She shall be ex-officio a member of all standing and special committees except the Nominating Committee.

Section 2. The Vice President shall perform the duties of the President in his or her absence or inability to serve and shall serve as chairman of the Nominating Committee.

Section 3. The Secretary shall keep the minutes and records of attendance of all general meetings and meetings of the Board of Directors. The Secretary shall also send out notices of meetings and shall handle such other correspondence as designated by the President.

Section 3. The Financial Secretary shall receive and record payments, keep financial records of payments. The Financial Secretary shall also send out invoices, statements and assessments and shall handle such other correspondence as designated by the Treasurer.

Section 4. The Treasurer shall be responsible for oversight of all money received and disbursed by the association and shall present a financial statement at the annual general meeting. He/she shall execute a fidelity bond in an amount determined by the Board of Directors. All bank checks on Association funds shall be signed by the Treasurer and countersigned by the President or a designated Director.

ARTICLE XI - BOARD OF DIRECTORS

Section 1. The Board of Directors shall consist of all elected officers, Trustees, Chairman of all committees, and the immediate past President. It shall be the group responsible for conducting the business of the Association and shall have power to act in the interim between general meetings. It shall be the group responsible for approving or disapproving all proposed expenditures not to exceed \$15,000.

Section 2. No Director shall receive compensation for any service he/she may render to the Association in his or her capacity as a Director. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties which have been approved prior to the expenditure by the Board of Directors.

Section 3. The Association shall indemnify every officer and Director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or Director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which such officer or Director may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled, including the provisions of the Tennessee Nonprofit Corporation Act Sections 48-58-501 et seq., as same may be amended from time to time. The Association shall maintain adequate general liability insurance and, if obtainable, Officers' and Directors' liability insurance to fund this obligation.

Section 4. To be eligible to hold the office of President and or Treasurer, one must have served successfully as another elected member of the Board of Directors.

Section 5 For purposes of continuity, every year the out-going Board of Directors shall present to the newly elected Board a proposal for an annual budget. Additionally, every Board shall maintain an on-going process and procedures playbook to be provided to the newly elected Board.

ARTICLE XII - COMMITTEES

Section 1. All committees necessary for transaction of business shall be appointed, when necessary, by the President with the approval of the Board of Directors.

Section 2. A Parliamentarian necessary for transaction of business shall be appointed by the President with the approval of the Board of Directors. The Parliamentarian's term shall run parallel with the appointing President.

Section 3. A nominating committee of at least three (3) eligible members and the Parliamentarian of the Association shall be appointed by the President no later than January of each year.

ARTICLE XIII - NOMINATIONS AND ELECTIONS

Section 1. The Nominating Committee shall report at least one name for each office ~~up~~ for election 20 days prior to the annual meeting and the names shall be included with the notice of the annual meeting. Additional nominations may be made from the floor.

Section 2. Election to the Board of Directors shall be by secret written ballot, unless there are only single candidates for the position. At such election the members or their proxies may cast one vote per Lot. The persons receiving the largest number of votes shall be elected.

Section 3. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE XIV - TRUSTEES

The three (3) Trustees are vested with all the powers specified in the Restrictions of Record and shall be members of the Board of Directors. Their duties as spelled out in the restrictions include, but are not limited to, the collection and disbursement of funds, setting the budget, approval of plans, maintenance of the commonly held property, enforcement of the Restrictions and these Bylaws.

ARTICLE XV - REGULATIONS FOR BEAVER AND OTTER LAKES

Section 1. No pier or boat dock shall extend beyond the shore line of the lakes. The beauty of the shore line should be retained. Trees growing close to the shore line and leaning over the lakes should be removed by the owner to prevent them from falling into the lakes.

Section 2. Electric trolling motors only shall be used on boats, with the only exception to this being the need for private contractors, approved by the Lake Chairmen, for upkeep and maintenance.

Section 3. No resident or lot owner shall permit any person to fish except members of the family, or house guests, and shall provide such persons with a current official fishing pass, (only those issued by the Association are allowed), and instruct them as to the rules and regulations of the lakes.

Section 4. Signs shall be posted at the lakes stating that this is private property and there shall be no trespassing, no swimming, and that the Association rules must be followed.

Section 5. No water lilies or any other plant life shall be allowed in the two lakes. Such growth destroys fishing and interferes with the operation of boat motors.

Section 6. All boats must be registered with the Association and have a decal with the lot number affixed thereto and be current in the boat fee of fifteen dollars (\$15).

ARTICLE XVI - SUBDIVISION REGULATIONS

Section 1. Each subdivision has a set of Restrictions of Record filed in the County Registers office and these Restrictions must be strictly followed.

Section 2. All building and landscaping plans will be submitted to the Trustee for review prior to any new construction.

Section 3. Any lighting installed shall not reflect into surrounding neighbors.

Section 4. Laws shall be complied with concerning dogs and pets prohibited from running at large. All pets shall be kept on leashes. Lot Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. No Lot shall be used for the purpose of keeping, breeding or

raising animals for commercial purposes or as a place for keeping horses, cattle, or other animals or poultry; provided, however, the occupants of each residence may keep the usual domestic or household pets.

Section 5. Homeowners are expected to maintain their yards to give a pleasing appearance (grass cut, shrubs manicured, etc) All Lots shall be kept clean and free of trash, rubbish, garbage, debris or other unsightly objects or material at all times. Trash, garbage or other wastes shall be disposed of in a sanitary manner and all containers or other equipment for the storage or disposal of garbage and trash shall be kept in a clean, sanitary condition inside garages, behind fences, or otherwise hidden from view. During construction, the Lot Owner shall instruct its contractors, employees, or other service providers to use their best efforts to comply with this provision. The Trustees are vested with the authority to have grass cut on any empty or vacated lot and bill the current owner as necessary.

Section 6. Dumping or otherwise disposing of any refuse, including but not limited to grass clippings or leaves in the lakes shall be a violation, subject to a fine of up to \$500 per offense. Since the street drains empty into the lakes, owners shall keep curbs and street drains free of refuse and not dump oil or paint or any other foreign substance there.

Section 7. Placing signs announcing sales or any other event at the front entrances (Austin Peay or Coleman) are not permitted. The Association has the right to remove the signs and shall not require the permission of the persons placing them.

Section 8. Homeowners, residents and guests are prohibited to store or park an inoperable vehicle, vehicles without valid license plates, a house trailer, recreational vehicle, camper, pleasure or fishing boat unless they are stored or parked completely inside the garage of an individual unit. Pleasure or fishing boats may also be stored within a fenced rear yard provided the boat does not exceed the height of the fence and is not visible from the street.

Section 9. Outside clothes line, aerials, antennas, patio covers, cooking equipment, freestanding basketball goals, satellite dishes, and other similar structures shall not be placed in front nor on the lawn of any dwelling, nor shall any vegetable gardens be planted in front of any dwelling.

Section 10. No obnoxious trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 11. No temporary buildings, including tents, shacks, sheds, and trailers, shall be erected on any Lot except during construction and must be removed after construction is completed.

Section 12. All equipment, yard service equipment, stacks of firewood and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view from the street.

Section 13. It is understood and recognized that the City of Memphis, the County of Shelby, and or State of Tennessee has Statues and Ordinances applicable to all Lot Owners and the Association may from time to time enforce these city, county and state regulations as covenants and restrictions in keeping with the overall objectives of the Association to provide for congenial occupancy of the homes within Forest Lakes and to provide for the protection of values of the Property.

ARTICLE XVII - AMENDMENTS

Amendments to the Bylaws may be proposed, in writing, at any regular or specially called meeting and voted on at any subsequent regular meeting. Approval must be by a majority of the eligible members present for voting or represented by written proxy. An amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than twenty-five percent (25%) of the Members of the Association. Amendments become effective after executed by the President and Secretary of the Association.

ARTICLE XVIII - EXCULPATION

Each and every Owner of any and all Lots, individually and on behalf of his or her family members, invitees, and licensees, and the heirs, successors, assigns, and insurers of each of the foregoing, hereby covenant to and do exculpate, release, discharge, indemnify, and hold harmless the Association, the Association's directors, officers, and other personnel, and the heirs, successors, and assigns of each of the foregoing, from any and all loss, liability, and expense arising either directly or indirectly, in whole or in part, in any manner and at any time (including the future), whether sounding in tort, contract, equity or otherwise, of any kind or nature, whether known or unknown, suspected or unsuspected, from any leakage or failure of the dam (levee) or other boundaries, features, and/or structures containing or surrounding Otter and or Beaver Lakes; any drainage, leakage, escape, pollution or disturbance of the waters of said Lake; and/or any act or omission of any such exculpated person or entity in connection therewith.

ARTICLE XIX - GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce the covenants and restrictions and rules applicable to Forest Lakes, including any and all rules and regulations duly promulgated by the Association, by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, rule, or regulation, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expenses of enforcement, including court costs, expenses, and reasonable attorney's fees, by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 2. Severability. Invalidation of any one of these covenants or restrictions, or the determination that any provision of these covenants or restrictions is illegal or unenforceable, by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.